



BOARD WORK SESSION
WEDNESDAY, SEPTEMBER 4, 2019
5:30 – 7:00 PM
COLUMBIA ROOM – 6TH FLOOR
AGENDA

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1. A Home for Everyone IGA Preview*
(Michael Buonocore, Marc Jolin, Joshua Bates) 5:30 – 6:00 PM
 2. Quarterly Equity Status Update
(Michael Buonocore) 6:00 – 6:40 PM
 3. Immigration Update
(Ian Davie) 6:40 – 6:50 PM
 4. Executive Director Updates
(Michael Buonocore) 6:50 – 7:00 PM

*Attachment

FIRST AMENDMENT TO
Multnomah County/City of Portland/City of Gresham/Home Forward
INTERGOVERNMENTAL AGREEMENT No.

This FIRST AMENDMENT ("Amendment 1") to Multnomah County/City of Portland/City of Gresham/Home Forward INTERGOVERNMENTAL AGREEMENT No. _____ effective June 24, 2014 ("IGA"), is made effective as of the _____ day of _____ 2019, by and between Multnomah County ("County"), the City of Portland ("Portland"), the City of Gresham ("Gresham"), and Home Forward (collectively "Parties").

WHEREAS the Parties entered into the IGA for an initial three year term.

WHEREAS the Parties have continued, and desire to continue, the collaboration to address homelessness embodied in the IGA.

WHEREAS since the adoption of the IGA, Portland and Multnomah County created a new office, the Joint Office of Homeless Services, to support the Board and serve as the Lead Agency, as defined in the IGA.

THEREFORE, the Parties agree as follows:

1. Except as otherwise stated herein, all initially capitalized terms shall have the same meaning as set forth in the IGA. If there is any conflict between the terms of this Amendment 1 and the IGA, the terms of this Amendment 1 shall control.
2. The term of the IGA shall be extended until December 31, 2019, unless extended or terminated in accordance with the IGA.
3. Paragraph 5 of the IGA shall be deleted in its entirety and replaced with the following:

"5. PERSONNEL/LEAD AGENCY. The Board will not employ personnel and no personnel will transfer from the Parties to the Board. Beyond the direct participation of their respective representatives on the Board, the Parties designate Multnomah County's Joint Office of Homeless Services (JOHS) to support the functions and activities of the Board. JOHS will function as the "Lead Agency" as described in the Charter. Each party will make available other employees to directly support their representatives on the Board as each party determines that it requires."

This Amendment 1 shall be effective as of the date first written above.

CITY OF PORTLAND, OREGON:

MULTNOMAH COUNTY, OREGON:

Ted Wheeler, Mayor

Date: _____

Deborah Kafoury, Multnomah County Chair

Date: _____

CITY OF GRESHAM, OREGON:

Shane Bemis, Mayor

Date: _____

HOME FORWARD:

Michael Buonocore, Executive Director

Date: _____

APPROVED AS TO FORM:

By: _____
Tracy Reeve,
Portland City Attorney

By: _____
Patrick W. Henry
Assistant Multnomah County Attorney

By: _____
David R. Ris,

Multnomah County/City of Portland/City of Gresham/Home Forward
INTERGOVERNMENTAL AGREEMENT No.

This Intergovernmental Agreement (this “Agreement”), dated this 24th day of June, 2014, (“Effective Date”) is made and entered into by and among the City of Portland, (the “Portland”), Multnomah County (the “County”), Home Forward (“Home Forward”) and the City of Gresham (“Gresham”)

RECITALS

- A. The United States Department of Housing and Urban Development (“HUD”) operates the Continuum of Care Program (the “Program”), which promotes communitywide investment to address homelessness;
- B. President Obama authorized the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act in May 2009, which regulates the Program;
- C. The HEARTH Act directs local governments to consolidate and coordinate efforts to address homelessness;
- D. In April 2013 the Portland City Council (“Council”), Multnomah County Board of Commissioners, and Home Forward Board of Commissioners adopted the framework prescribed in *A Home for Everyone: A United Community Plan to End Homelessness in Portland and Multnomah County* (the “Plan”);
- E. The Plan calls for the creation of a collaborative local body to oversee implementation of the Plan, to make policy recommendations to local government and funders, and to coordinate local efforts with state and federal policies;
- F. HUD recognizes the separate geographic areas within the boundaries of Portland, Gresham and all areas in the County outside of the boundaries of Portland and Gresham as a single geographic area in which a range of services are organized to prevent and end homelessness (collectively, the Portland/Gresham/Multnomah County Continuum of Care or “Continuum of Care”).
- G. The governments of Portland, Gresham, the County and Home Forward (as the local housing authority) (collectively, the “Continuum of Care Parties” or “Parties”) are the primary funding and policy making bodies for the Continuum of Care;
- H. Consequently, the Continuum of Care Parties desire to collaborate toward a shared agenda to address homelessness by creating the Home for Everyone Coordinating Board that will serve as the board of the Continuum of Care as described in 24 CFR 578 (the “Board”);

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **PURPOSE.** The purpose of this Agreement is to create the Board, inclusive of its Executive Committee. The Board is solely an advisory board through which the Parties will collaborate toward a shared agenda to address homelessness, and it will function as the board of the Continuum of Care as contemplated by 24 CFR Part 578. The *Governance Charter for Portland/Gresham/Multnomah Continuum of Care* substantially in the form attached hereto as Exhibit A (the “Charter”), sets forth the vision, principles, responsibilities and framework of the Board.
2. **TERM.** This Agreement will commence on the Effective Date and will expire on June 30, 2017, unless extended or terminated in accordance with this Agreement.
3. **FUNCTIONS AND ACTIVITIES.** The Parties will act as the “chartering jurisdictions” as described in the Charter and will perform the functions and activities of the Parties described in the Charter.
4. **APPORTIONMENT OF FUNDING RESPONSIBILITIES.** The Board will make recommendations to HUD regarding allocation priorities for Program funds, but none of those funds will be directly received by the Board. The Parties will not apportion any funds to the Board. The Parties agree instead to equally share incidental costs associated with Board meetings.
5. **PERSONNEL/LEAD AGENCY.** The Board will not employ personnel and no personnel will transfer from the Parties to the Board. Beyond the direct participation of their respective representatives on the Board, the Parties will each make available the time of existing employees of the Parties to support the functions and activities of the Board. Employees will continue employment with their respective Party, but will work collaboratively as a team to support the functions and activities of the Board. Collectively, such employees will function as the “Lead Agency” as described in the Charter.
 - a. Portland, through its Housing Bureau, will make available approximately 2.0 full-time-equivalent employees, including approximately 0.25 full-time-equivalent program management staff to lead the collaborative work of the Lead Agency.
 - b. The County, through its Department of County Human Services, Community Services, will make available approximately 1.0 full-time-equivalent employees.
 - c. Home Forward will make available approximately 0.1 full-time-equivalent employees.

- d. Gresham, through its Community Development Department, Community Revitalization, will make available approximately 0.05 full-time-equivalent employees.
 - e. Each party will make available other employees to directly support their representatives on the Board as each party determines that it requires.
6. **REAL OR PERSONAL PROPERTY.** The Board will not possess or hold title to real or personal property.
7. **NOT AN INTERGOVERNMENTAL ENTITY.** The Parties to this Agreement do not intend to form an intergovernmental entity by this Agreement and no such entity is created by this Agreement.
8. **LIMITATION OF AUTHORITY.** The Board shall only have authority specifically enumerated in the Charter and shall not have the authority to enter into any legally binding agreements, including contracts, agreements, or leases, and it shall not have authority to incur any debt, liability, or obligation on its own behalf or on the behalf of any Party to this Agreement.
9. **NO COMPENSATION.** None of the Parties will receive compensation in connection with this Agreement.
10. **EARLY TERMINATION.** This Agreement may be terminated prior to June 30, 2017, at any time by unanimous vote of the Parties or upon ninety (90) days written notice by one party. Termination under any provision of this paragraph shall not affect any rights, obligations, or liabilities of the Parties that accrued prior to such termination.
11. **CHANGE AND CONFLICT RESOLUTION.** The Parties recognize that events and conditions may arise that result in a dispute. In such case, the Parties agree to exercise good faith in expeditiously resolving such dispute in the following manner:
- (1) All conflicts should first be discussed and resolved if at all possible by the team of employees designated by each Party to serve collectively as the Lead Agency.
 - (2) If the conflict cannot be resolved by the Lead Agency, then the conflict should be elevated to the Director of the Portland Housing Bureau, the Director of the Department of County Human Services or his or her designee, the Executive Director of Home Forward, and the Director of the Gresham Community Development Department for discussion and resolution.
 - (3) Any conflicts not resolved by the Director of the Portland Housing Bureau, the Director of the Department of County Human Services, the Executive Director of Home Forward, and the Director of the Gresham Community Development

Department will be elevated to the Executive Committee of the Board, as established in the Charter, for discussion and resolution.

12. **INDEMNIFICATION** Subject to the conditions or limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.2260 through 30.300, each party shall indemnify, defend and hold harmless the other parties from and against all liability, loss and costs arising out of or resulting from its officers', employees' and agents' negligent acts or omissions in the performance of this Agreement.
13. **INSURANCE.** Each party shall each be responsible for providing workers' compensation insurance as required by law. No party shall be required to provide or show proof of any other insurance coverage.
14. **OREGON LAW AND FORUM.** This Agreement shall be construed according to the laws of the State of Oregon. Any action regarding this Agreement or work performed under this Agreement must be filed in Multnomah County or in the United States District Court for the District of Oregon.
15. **NON-DISCRIMINATION.** Each party shall comply with all requirements of federal and state civil rights and rehabilitation statutes and their respective local non-discrimination ordinances.
16. **ACCESS TO RECORDS.** Each party shall have access to the books, documents and other records of the others that are related to this Agreement for the purpose of examination, copying and audit, unless otherwise limited by law.
17. **SUBCONTRACTS AND ASSIGNMENT.** No party may subcontract any part of this Agreement.
18. **ENTIRE AGREEMENT.** This Agreement and its exhibits are the entire agreement between the Parties with regard to the subject matter herein. There is no other oral or written agreement between the Parties with regard to this subject matter.

CITY OF PORTLAND, OREGON:

Charlie Hales, Mayor

Date: _____

Approved: _____
LaVonne Griffin-Valade, City Auditor

MULTNOMAH COUNTY, OREGON:

Deborah Kafoury, Multnomah County Chair

Date: _____

Approved: _____
Department Director or Designee

CITY OF GRESHAM, OREGON:

Shane Bemis, Mayor

Date: _____

Approved: _____
Erik Kvarsten, City Manager

HOME FORWARD:

Steve Rudman, Executive Director

Date: _____

APPROVED AS TO FORM:

By: _____
Tracy Reeve,
Portland City Attorney

By: _____
Patrick W. Henry
Assistant Multnomah County Attorney

By: _____
David R. Ris,
Gresham City Attorney