

Agenda No. 225

ORDINANCE No.

*Amend Joint Office of Homeless Services Intergovernmental Agreement with Multnomah County to authorize FY 2020-21 revised budget allocation to the Joint Office of Homeless Services and extend term to June 2022 (Ordinance; amend Contract No. 30005335)

The City of Portland ordains:

Section 1. The Council finds:

1. The County and PHB entered into that certain Intergovernmental Agreement for the Joint Office of Homeless Services dated July 1, 2016 (the "Original Joint Office IGA").
2. The Original Joint Office IGA was amended by that certain First Amendment to Joint Office of Homeless Services dated April 18, 2017 (the "First Amendment") and that certain Second Amendment to Joint Office of Homeless Services dated June 21, 2017 (the "Second Amendment") and that certain Third Amendment to Joint Office of Homeless Services dated November 8, 2017 (the "Third Amendment") and that certain Fourth Amendment to Joint Office of Homeless Services dated August 28, 2018 (the "Fourth Amendment") and that certain Fifth Amendment to Joint Office of Homeless Services effective July 1, 2019 (the "Fifth Amendment") and that certain Sixth Amendment to Joint Office of Homeless Services effective October 1, 2019 (the "Sixth Amendment") and that certain Seventh Amendment to Joint Office of Homeless Services dated April 20, 2020 (the "Seventh Amendment") and that certain Eighth Amendment to Joint Office of Homeless Services dated July 1, 2020 (the "Eighth Amendment".) The Original Joint Office IGA as amended by the First Amendment, Second Amendment, Third Amendment, Fourth

Introduced by
Commissioner Ryan

Bureau
Housing

Prepared by
Jennifer Chang

Date Prepared
March 3, 2021

Requested Council Date
April 7, 2021

Requested Agenda Type
Regular
10 minutes

Date Filed with Clerk
March 30, 2021

Amendment, Fifth Amendment, Sixth Amendment, Seventh Amendment and Eighth Amendment is referred to herein as the "Joint Office IGA".

3. The Parties desire to amend the Joint Office IGA to allocate revised budget for FY 20-21 and extend the IGA term by 12 months, as set forth in this Ninth Amendment. The Ninth Amendment revises Exhibit H with the actual awarded FY20-21 budget.
4. Whereas on March 12, 2020, Mayor Ted Wheeler declared a State of Emergency due to the COVID-19 pandemic, which was extended on March 26, 2020, to allow the City additional authority to deploy resources to address the threat of infection and harm caused by the pandemic.
5. Whereas the City of Portland is one of several jurisdictions receiving federal stimulus funding through the Coronavirus Aid, Relief, and Economic Security (CARES) Act, which was passed by Congress and signed into law on March 27th, 2020, to provide economic assistance for American workers, families, and small businesses.
6. The FY20-21 budget includes funding specific to responding to the emergency shelter, housing and rental assistance support needs by households experiencing financial loss due to COVID-19, including funds from the U.S. Department of Housing and Urban Development (HUD) through the CARES Act (-CV) to include Community Development Block Grant (CDBG)-CV3 ("third round 3") funding, awarded by HUD on September 11, 2020.
7. The Parties desire to amend the Joint Office IGA to allocate revised budget for FY20-21 funding as set forth in this Ninth Amendment. The revised Exhibit H includes an addition of \$3,600,000 in CDBG-CV3 funds to support COVID-19 emergency shelters to adhere to physical distancing procedures at existing shelters and new spaces. The funds may also be used to increase local inventory of affordable rental housing, permanent supportive housing, and/or hotels or other properties to expand the supply of non-congregate shelter. The funding increases shall be deemed a **Voluntary Funding Increase** pursuant to Section 11.10 of the IGA. The revised Exhibit H is included as Attachment 9-1.
8. In the event the federal government makes resources available for the activities outlined in the scope of work outlined for CDBG-CV3 funds, as described in Attachment 2, the City will request reimbursement from the federal government for allowable expenses. The City may also amend the budget to substitute the

source of funding. This amendment may increase the total funding amount but will not decrease it.

NOW, THEREFORE, the Council directs:

- A. The Commissioner in Charge of PHB is hereby authorized to execute the Ninth Amendment of the Joint Office IGA, substantially in accordance with "Exhibit A".
- B. The PHB Director is hereby authorized to amend the IGA further to allocate Federal COVID emergency funding during the 20-21 fiscal year in accordance with paragraph G in the Recitals section of said exhibit.

Section 2. The Council declares that an emergency exists in order to continue the implementation of housing and emergency services to assist households experiencing homelessness, particularly in light of the ongoing COVID-19 pandemic. Therefore, this ordinance shall be in full force and effect from and after its passage by the Council.

Passed by Council:

MARY HULL CABALLERO

Auditor of the City of Portland

By

Deputy

Action taken:

Commissioners voted as follows (Yea or Nay)

Rubio -

Ryan -

Hardesty -

Mapps -

Wheeler -

**NINTH AMENDMENT TO THE
JOINT OFFICE OF HOMELESS SERVICES
INTERGOVERNMENTAL AGREEMENT (CONTRACT # 30005335)**

This NINTH AMENDMENT TO THE JOINT OFFICE OF HOMELESS SERVICES INTERGOVERNMENTAL AGREEMENT (this “Ninth Amendment”) is made and entered this 1st day of November, 2020 (the “Effective Date”), by and between Multnomah County (the “County”) and the CITY OF PORTLAND, a municipal corporation of the State of Oregon, acting by and through the PORTLAND HOUSING BUREAU (the “City” or “PHB”). The County and PHB may be referred to jointly in this Agreement as the “Parties” and individually as a “Party.”

RECITALS

- A. The County and PHB entered into that certain Intergovernmental Agreement for the Joint Office of Homeless Services dated July 1, 2016 (the “Original Joint Office IGA”).
- B. The Original Joint Office IGA was amended by that certain First Amendment to Joint Office of Homeless Services dated April 18, 2017 (the “First Amendment”), and that certain Second Amendment to Joint Office of Homeless Services dated June 21, 2017 (the “Second Amendment”), and that certain Third Amendment to Joint Office of Homeless Services dated November 8, 2017 (the “Third Amendment”), and that certain Fourth Amendment to Joint Office of Homeless Services dated August 28, 2018 (the “Fourth Amendment”), and that certain Fifth Amendment to Joint Office of Homeless Services effective July 1, 2019 (the “Fifth Amendment”), and that certain Sixth Amendment to Joint Office of Homeless Services effective October 1, 2019 (the “Sixth Amendment”), and that certain Seventh Amendment to Joint Office of Homeless Services dated April 20, 2020 (the “Seventh Amendment”), and that certain Eighth Amendment to Joint Office of Homeless Services dated July 1, 2020 (the “Eighth Amendment”). The Original Joint Office IGA as amended by the First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, Sixth Amendment, Seventh Amendment, and Eighth Amendment is referred to herein as the “Joint Office IGA”.
- C. The Parties desire to amend the Joint Office IGA to allocate revised budget for FY20-21 and extend the IGA term by 12 months, as set forth in this Ninth Amendment. The Ninth Amendment revises Exhibit H with the actual awarded FY20-21 budget.
- D. Whereas on March 12, 2020, Mayor Ted Wheeler declared a State of Emergency due to the COVID-19 pandemic, which was extended on March 26, 2020, to allow the City additional authority to deploy resources to address the threat of infection and harm caused by the pandemic.
- E. Whereas the City of Portland is one of several jurisdictions receiving federal stimulus funding through the Coronavirus Aid, Relief, and Economic Security (CARES) Act, which was passed by Congress and signed into law on March 27, 2020, to provide economic assistance for American workers, families, and small businesses.

- F. The FY20-21 budget includes funding specific to responding to the emergency shelter, housing and rental assistance support needs by households experiencing financial loss due to COVID-19, including funds from the U.S. Department of Housing and Urban Development (HUD) through the CARES Act (-CV) to include Community Development Block Grant (CDBG)-CV3 (“third round”) funding, awarded by HUD on September 11, 2020.
- G. The Parties desire to amend the Joint Office IGA to allocate revised budget for FY20-21 funding as set forth in this Ninth Amendment. The revised Exhibit H includes an addition of \$3,600,000 in CDBG-CV3 funds to support COVID-19 emergency shelters to adhere to physical distancing procedures at existing shelters and new spaces. The funds may also be used to increase local inventory of affordable rental housing, permanent supportive housing, and/or hotels or other properties to expand the supply of non-congregate shelter. The funding increases shall be deemed a **Voluntary Funding Increase** pursuant to Section 11.10 of the IGA. The revised Exhibit H is included as Attachment 9-1.
- H. Other Federal Resources: The County agrees to use reasonable efforts to seek reimbursement for eligible expenses associated with COVID-19 Federal Emergency Management Agency (FEMA) Stafford Act programs. Provided, however, the County will follow FEMA guidance regarding reimbursement eligibility for expenses paid from CARES Act funds, as provided at Section 312 of the Stafford Act (42 U.S.C. 5155).

For any program where federal COVID-19 funds are an eligible use (ESG-CV, HOPWA-CV, CDBG-CV), those resources should be used prior to City General Fund resources, (except that City General Funds may be used as a basis for seeking FEMA reimbursement), prioritized by fund expiration date, provided that the County shall ensure that federal COVID-19 funds are available to cover any expenses that FEMA does not reimburse. The County agrees to provide the City with quarterly reports on FEMA reimbursement activities, including expenses subject to this agreement that have been submitted for FEMA reimbursement and reimbursements received. The City and County shall consult on a quarterly basis regarding COVID related expenditures.

AGREEMENT

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

1. **Exhibit H: The City’s 20/21 Budget.** Exhibit H attached to the Joint Office IGA is hereby deleted in its entirety and replaced with the revised Exhibit H attached hereto as Attachment 1. The budget includes federal fund resources from the CARES Act, CDBG-CV3, to be programmed for emergency assistance for households experiencing financial loss and housing instability due to COVID-19, as described in Attachment 2.

2. Adherence to the requirements for CARES CDBG-CV funds outlined on the HUD Exchange website at <https://www.hudexchange.info/programs/cdbg-cv/>, and specifically to include: [FR-6218-N-01: Notice of Program Rules, Waivers, and Alternative Requirements Under the CARES Act for CDBG-CV Grants, FY2019 and 2020 CDBG Grants, and for Other Formula Programs.](#)

3. **Section 2:** Section 2. Term is hereby deleted in its entirety and replaced with the following:

“2. Term: This Agreement is effective on the Effective Date and will continue in effect for a period of six (6) years (the “Term”), until June 30, 2022 (the “Termination Date”), unless terminated earlier or extended as provided herein.”

4. **Miscellaneous.** Except as expressly modified by this Amendment, all other terms and conditions of the Joint Office IGA remain unchanged.

MULTNOMAH COUNTY:

CITY OF PORTLAND:

DO NOT EXECUTE

DO NOT EXECUTE

By: Deborah Kafoury, Chair
Multnomah County Board of Commissioners

By: Ted Wheeler, Mayor
City of Portland

Approved as to Form:

Approved as to Form:

DO NOT EXECUTE

DO NOT EXECUTE

County Attorney

City Attorney

Attachment 1

EXHIBIT H

**The City's 20/21 Budget
(Revised November 1, 2020)**

City Funds:	
General Fund Ongoing	\$25,928,799
General Fund One-Time	\$4,069,648
Total City General Funds	\$29,998,447
Short Term Rental Funding	\$2,144,958
Recreational Cannabis Funds	\$323,000
Total City Funds	\$ 32,466,405
Federal Funds (Regular Allocation):	
HUD HOPWA Grant	\$1,717,254
HUD ESG Grant	\$747,743
Federal Funds (CARES Act and COVID-19 Response):	
HUD ESG-CV	\$2,578,424
HUD HOPWA-CV	\$249,909
HUD ESG-CV2	\$14,401,261
HUD CDBG-CV3	\$3,600,000
Total Federal Funds:	\$23,294,591
Grand Total 20/21 Funds:	\$55,760,996

**Attachment 2
Description of Use of Federal CDBG-CV3 Funds and COVID-19 Response**

Consistent with what is in our Consolidated Plan and annual Action Plans, funds will be allocated to the City/County Joint Office of Homeless Services (JOHS) to work with project sponsors.

The Joint Office of Homeless Services intends to use CDBG-CV3 funds to respond to the intersection of COVID-19 and community members suffering housing insecurity. This includes funding COVID-19 emergency shelters in support of physical distancing of existing shelters and new spaces. The funds may also be used to increase local inventory of affordable rental housing, permanent supportive housing, and/or hotels or other properties to expand the supply of non-congregate shelter.

CDBG-CV3 funds will comply with the Duplication of Benefits requirement and will not be used to support activities (for instance shelter services) concurrently funded by other federal sources. Funds are intended to be expended in Fiscal Year 2020-2021.

IMPACT STATEMENT

Legislation title: *Amend Joint Office of Homeless Services Intergovernmental Agreement with Multnomah County to authorize FY 2020-21 revised budget allocation to the Joint Office of Homeless Services and extend term to June 2022 (Ordinance; amend Contract No. 30005335)

Contact name: Jennifer Chang

Contact phone: 3-2391

Presenter name: Shannon Callahan (PHB) –will be present to respond to questions

Purpose of proposed legislation and background information:

The City of Portland, through the Portland Housing Bureau (PHB), has an existing intergovernmental agreement (IGA) with Multnomah County for the Joint Office of Homeless Services (JOHS). The City intends to amend the IGA to authorize the City Council approved FY20-21 budget allocation to the JOHS as set forth in this Ninth Amendment. The revised Exhibit H includes an addition of \$3,600,000 in CDBG-CV3 funds to support COVID-19 emergency shelters to adhere to physical distancing procedures at existing shelters and new spaces. Furthermore, the amendment extends the IGA term by 12 months, to June 30, 2022.

Financial and budgetary impacts:

Execution of the ninth amendment to the IGA will result in \$55,760,996 in general and federal funds from the PHB budget being directed to Multnomah County JOHS for FY20-21. It includes \$32,466,405 in City Funds and \$23,294,591 of federal funds from the U.S. Department of Housing and Urban Development, including funds authorized from the CARES Act, passed by Congress and signed into law on March 27th, 2020. The JOHS intends to receive and subcontract amended funds for the provision of homeless services and permanent housing placement activities to people experiencing homelessness in the City of Portland and Multnomah County.

Community impacts and community involvement:

This Council item authorizes an amendment to an existing IGA between the City and the Multnomah County Department JOHS that has been reviewed and discussed before City Council in June 2016. The authorization of an amendment to the IGA is a largely internal activity to city government processes and the transfer of funds from the City to the JOHS to subcontract for homeless services is consistent with the purpose of the IGA. Council's action has low potential for controversy and a high level of support from the community.

100% Renewable Goal:

Approval of the amendment does not impact the City's total renewable energy use.

Budgetary Impact Worksheet

Does this action change appropriations?

- YES: Please complete the information below.
 NO: Skip this section