

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON**

RESOLUTION NO. 2022-030

Resolution approving the Thirteenth Amendment to the Joint Office of Homeless Services Intergovernmental Agreement between Multnomah County and the City of Portland.

The Multnomah County Board of Commissioners Finds:

- a. Multnomah County and the City of Portland entered into the Joint Office of Homeless Services Intergovernmental Agreement, dated July 1, 2016 (the “Agreement”), to centralize the funding, policy, and planning efforts of both the County and the City for homeless services by creating the Joint Office of Homeless Services (“Joint Office”) at the County and to better align key services to people experiencing homelessness, with the goal of improving outcomes for people experiencing homelessness.
- b. Subsequently, the parties amended the Agreement by that certain First Amendment to the Agreement dated April 18, 2017; Second Amendment to the Agreement dated June 21, 2017; Third Amendment to the Agreement dated November 8, 2017; Fourth Amendment to the Agreement dated August 28, 2018; Fifth Amendment to the Agreement effective July 1, 2019; Sixth Amendment to the Agreement effective October 1, 2019; Seventh Amendment to the Agreement dated April 20, 2020; Eighth Amendment to the Agreement dated July 1, 2020; Ninth Amendment to the Agreement dated November 1, 2020; Tenth Amendment to the Agreement dated March 1, 2021; Eleventh Amendment to the Agreement dated July 1, 2021; and Twelfth Amendment dated September 1, 2021. The Agreement, as amended by the First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, Sixth Amendment, Seventh Amendment, Eighth Amendment, Ninth Amendment, Tenth Amendment, Eleventh Amendment, and Twelfth Amendment is referred to as the “Agreement.”
- c. Residents within both jurisdictions expect accountability and oversight regarding the investments in the Joint Office. The changes set forth in the Thirteenth Amendment of the Agreement, along with continued engagement in ongoing efforts to update and finalize new public-facing data dashboards and impact measures, will support accountability and oversight.
- d. The parties require more time to conclude negotiations on a new intergovernmental agreement for the Joint Office and have agreed to extend the term of the Agreement.

The Multnomah County Board of Commissioners Resolves:

1. The Thirteenth Amendment of the Agreement, attached as Exhibit A, is approved, and the Chair is authorized to sign the amendment.

ADOPTED this 21st day of April 2022.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON



Deborah Kafoury, Chair

REVIEWED:
JENNY M. MADKOUR, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By _____
Jenny M. Madkour, County Attorney

SUBMITTED BY: Deborah Kafoury, Chair

THIRTEENTH AMENDMENT TO THE
JOINT OFFICE OF HOMELESS SERVICES
INTERGOVERNMENTAL AGREEMENT
CONTRACT #30005335

This AMENDMENT NO. 13 TO THE JOINT OFFICE OF HOMELESS SERVICES INTERGOVERNMENTAL AGREEMENT (the “Amendment”) is effective as of the latest signature date (if signed before or by June 30, 2022), or July 1, 2022 (if signed on or after July 1, 2022) (the “Effective Date”), and is made pursuant to the Joint Office of Homeless Services Intergovernmental Agreement (Contract #30005335), dated July 1, 2016, as amended (the “Agreement”), by and between Multnomah County, a municipal subdivision of the state of Oregon (“County”), and the City of Portland, a municipal corporation of the state of Oregon, acting by and through the Portland Housing Bureau (“City” or “PHB”). County and PHB may be referred to jointly as the “Parties” and individually as a “Party.” Except as otherwise noted, the meanings of defined terms in the Amendment are the same as those used in the Agreement.

RECITALS

WHEREAS, the Parties are parties to the Agreement, as amended by that certain: First Amendment to the Agreement dated April 18, 2017, Second Amendment to the Agreement dated June 21, 2017, Third Amendment to the Agreement dated November 8, 2017, Fourth Amendment to the Agreement dated August 28, 2018, Fifth Amendment to the Agreement effective July 1, 2019, Sixth Amendment to the Agreement effective October 1, 2019, Seventh Amendment to the Agreement dated April 20, 2020, Eighth Amendment to the Agreement dated July 1, 2020, Ninth Amendment to the Agreement dated November 1, 2020, Tenth Amendment to the Agreement dated March 1, 2021, Eleventh Amendment to the Agreement dated July 1, 2021, and Twelfth Amendment dated September 1, 2021. The Agreement, as amended by the First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, Sixth Amendment, Seventh Amendment, Eighth Amendment, Ninth Amendment, Tenth Amendment, Eleventh Amendment, and Twelfth Amendment is referred to herein as the “Agreement.”

WHEREAS, residents within both jurisdictions expect accountability and oversight regarding the investments in the Joint Office of Homeless Services (“Joint Office”), the Parties agree to changes referenced in sections below and to continued engagement in the ongoing efforts to update and finalize new public-facing data dashboards and impact measures.

WHEREAS, the Parties require more time to conclude negotiations on a new intergovernmental agreement for the Joint Office and have agreed to extend the Term, defined below, of the Agreement.

WHEREAS, the Parties plan for the County to take over PHB’s role as primary administrator for the HMIS implementation for Washington, Clackamas and Multnomah counties.

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:

AGREEMENT

1. **Term Extension.** The Agreement at **Section 2** 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 seven (7) years (the “*Term*”), until June 30, 2023 (the “*Termination Date*”).
2. **Joint Office Authorization, Joint Office Director.** The Agreement at **Section 3** is hereby deleted in its entirety and replaced with the following:
 3. **Joint Office Authorization, Joint Office Director.** Not later than June 30, 2016, the Multnomah County Board of Commissioners shall have created by ordinance the Joint Office.
 - 3.1 **Hiring.** The City’s Commissioner-in-Charge of the Joint Office (“*City Commissioner*”) may participate in selecting a Joint Office Director (the “*Joint Office Director*”). The City Commissioner will have the opportunity to assist with process design at the strategic planning level, to include a hiring timeline, candidate reviews, participation on and identification of members of the hiring panel, and question development. The County Chair (the “*Chair*”) will advise the City Commissioner of the selected applicant before an employment offer is made to a candidate for Joint Office Director or Interim Director.
 - 3.2 **Director Performance.** The Chair will include the City Commissioner in an annual goal setting and evaluation process, with the understanding that the Chair will supervise the Joint Office Director day-to-day as a County employee and the Joint Office Director will serve at the pleasure of the Chair.
3. **Executive Leadership Group.** The Agreement at **Section 7.1** is hereby deleted in its entirety and replaced with the following:
 - 7.1 **Executive Leadership Group.** An Executive Leadership Group (“*ELG*”) will be established to communicate about policy and funding decisions related to the Joint Office. Nothing in this **Section 7.1** shall deprive the Parties’ elected or appointed officials of any power they may have under the laws of the State or otherwise. Additional County or City staff attendees may be invited to meetings by agreement of all ELG members.
 - 7.1.1 **Membership.** The ELG shall consist of:

1. the Chair;
2. the City Commissioner;
3. a staff member to be appointed by the Chair; and
4. a staff member to be appointed by the City Commissioner.

7.1.2 Meetings. The ELG will meet at least quarterly, and may schedule additional meetings as needed, including monthly meetings during the budget development process.

4. **PBAC Replaced by ELG.** All references in the Agreement to the PBAC are deleted and replaced with “ELG.”

5. **Policy and Budgeting Recommendations.** The Agreement at **Section 7.14** is hereby changed as follows:

7.1.4 Policy and Budgeting Recommendations. To assist the Joint Office to coordinate and align policies and budgets between the Parties’ respective budget processes, the ELG will discuss: (a) budget planning, development, and monitoring, including plans to make mid-year internal re-allocations that could impact the performance metrics or purpose of the City’s investments, as applicable; (b) shared City/County policy agenda related to homelessness; (c) Joint Office performance metrics and reporting processes; and (d) additional topics as identified by either Party.

6. **HMIS Transition.** PHB has served as the primary system administrator for the HMIS software platform for Multnomah County. PHB and the Joint Office anticipate that responsibility for the administration of HMIS for Multnomah County will transition from PHB to the Joint Office during the term of this Amendment (June 30, 2023). The Parties agree that they will plan for the anticipated change in administration responsibility in good faith, and that any negotiated agreement will address the responsibilities of each Party, timeline for the transition, and the City and PHB’s need to maintain a level of access to HMIS necessary to carry out the City’s fiduciary, program reporting, and auditing responsibilities under different grant agreements.

7. **No Other Changes.** All other terms and conditions of the Agreement remain unchanged and in force. In the event that any terms in the Amendment conflict with terms in the Agreement, the terms in the Amendment shall supersede and otherwise take precedence over the terms in the Agreement.

IN WITNESS WHEREOF, and intending to be legally bound, the Parties hereto have caused this Amendment to be executed by their duly authorized representatives.

City of Portland

Multnomah County

By: [DO NOT EXECUTE]

By: [DO NOT EXECUTE]

Name: _____

Name: _____

Title: _____

Title: _____