

**HOME CONSORTIUM AGREEMENT**  
**BETWEEN**  
**CITY OF PORTLAND, CITY OF GRESHAM, AND MULTNOMAH COUNTY, OREGON**  
**Portland Agreement No. \_\_\_\_\_**  
**City of Gresham Agreement No. 6462**  
Program Years 2016, 2017, 2018

This three-year Agreement is entered into between the City of Portland, an Oregon municipal corporation (hereinafter referred to as “Portland”) the City of Gresham, an Oregon municipal corporation (hereinafter referred to as “Gresham”) and Multnomah County, Oregon, to form a Consortium for the purpose of participating in the HOME Investment Partnership Program (HOME) of the U.S. Department of Housing and Urban Development (HUD) (hereinafter referred to as the “Agreement”).

WHEREAS, the United States Congress enacted the Cranston-Gonzalez National Affordable Housing Act of 1990 (NAHA), 42 U.S.C. Sec. 12721, as implemented by federal regulations adopted in 24 CFR Part 92 (hereinafter collectively referred to as the “Act.”);

WHEREAS, Title II of the Act creates the Home Investment Partnerships Program (hereinafter referred to as “HOME”) that provides funds to states and local governments for acquisition, rehabilitation, new construction of affordable housing and tenant-based rental assistance;

WHEREAS, funds from Title II are distributed to metropolitan cities, urban counties, states and consortia of local governments; and

WHEREAS, in 1992, Portland, Gresham, and Multnomah County, entered into an intergovernmental agreement to jointly act as a consortium under the Act (hereinafter referred to as the “Portland HOME Consortium”);

WHEREAS, Portland is designated as the Representative Member of the Portland HOME Consortium and agrees to carry out overall responsibility, with cooperation of all members, for ensuring that the Portland HOME Consortium’s HOME Program is carried out in accordance with HUD regulations in 24 CFR Part 92 and 91, respectively, and the Consolidated Plan.

WHEREAS, the City of Portland, the City of Gresham and Multnomah County desire to renew their commitment to act jointly as the Portland HOME Consortium to better serve the affordable housing needs of the region, and enter into this Intergovernmental Agreement which supersedes all other intergovernmental agreements setting up the Portland HOME Consortium;

WHEREAS, the City of Portland, the City of Gresham and Multnomah County are on the same program year for all entitlement resources administered by the HUD Office of Community Planning and Development (CPD), with annual start dates of July 1;

WHEREAS, this Agreement entered into under state law by ORS 190.003 et seq. and local law by Portland City Charter §2-105(a)(4), Charter of the City of Gresham, Oregon, Chapter 2 § 5, and Multnomah County Charter, Chapter 2.

NOW, THEREFORE, the Portland HOME Consortium agrees as follows:

## **I. DEFINITIONS**

- A. “Member” means a unit of local government that is a signatory to this Agreement and therefore a member of the Portland HOME Consortium for the purpose of carrying out eligible activities under 24 CFR Part 92.
- B. “Representative Member” means the unit of local government designated by the Portland HOME Consortium to act in a representative capacity for all members for the purposes of this Agreement.
- C. “IDIS” means the Integrated Disbursement and Information System, HUD’s on-line systems for draws and reporting for the HOME Program, or any system that HUD may implement in its place.

## **II. GENERAL PROVISIONS**

- A. The members agree to cooperate in undertaking or to assist in undertaking housing assistance activities in compliance with the applicable Consolidated Plan and the HOME program.
- B. The members agree to undertake the development of a Consolidated Plan for each year covered by this Agreement.
- C. The members agree to take affirmative action to further fair housing in their jurisdictions. Such actions may include planning, education and outreach, and enforcement.

## **III. ADMINISTRATION**

- A. The Representative Member will monitor all HOME Consortium projects, including those with City of Gresham and Multnomah County HOME funds, in accordance with HUD regulations in 24 CFR Part 92.
- B. Each member agrees to carry out program activities in conformance with 24 CFR Part 92.
- C. Each member agrees to supply to the Representative Member information and records necessary for participation, including but not limited to HOME Program Activity set up and completion information required by IDIS, to maintain records to support HOME Match, CHDO and MBE/WBE reporting, and provide reporting information required by HUD. All documents of the members relating to the HOME Program are open to inspection by the Representative

Member, or its designee, upon request. The Representative Member may, from time-to-time, monitor the members of the Consortium for compliance with this Agreement. The Representative Member agrees to provide reasonable technical assistance to members to promote compliance.

D. Any member responsible for a finding which requires repayment to HUD will bear the impact of such repayment from its pro-rata share of the HOME Program funds.

E. Members may identify HOME projects independently or in collaboration with other Members in accordance with the HOME Program and the Consolidated Plan. Members may choose to fund and administer their own selected HOME projects or may request that this role be taken on by the Representative Members.

F. As the Representative Member, Portland will incur costs in conjunction with the overall administration of the HOME Program. Portland will identify HOME Program administration costs in its annual budget and each member will contribute to these costs in pro-rata share, subject to provisions in Section IV.

#### **IV. FUNDING**

A. HUD will determine the amount of HOME funding to be awarded to the Consortium based upon a formula that considers the eligible population within the jurisdictional boundaries of all Consortium members. Therefore, each member's participation in the Consortium contributes to the amount of federal funds awarded to the Consortium. Each member is entitled to plan for the expenditure of funds in an amount equal to their pro-rata share of the HOME grant award, to be determined during each fiscal year of this agreement as follows:

1. The amount of funding attributable to each member will be calculated by multiplying the yearly Consortium funding amount by the percentage of persons living below the federal poverty line in each of the member jurisdictions compared to the total number of persons living below the federal poverty line in the Consortium. The percentage of persons living below the federal poverty line shall be determined by the most recent data from the American Community Survey or Federal Census, whichever is more recent.

2. Each March 1, the members will provide to Portland the relative percentage of persons living below the federal poverty line in each of the members jurisdictions compared to the Consortium as a whole. This formula will be applied each year to the amount of the HOME grant award to determine the HOME amount available for each member.

B. The Representative Member is responsible for complying with Matching Contribution Requirements under 24 CFR 92.218-221 and ensuring that required amounts of qualified matching funds are contributed to HOME eligible projects.

C. Each member is responsible for complying with the Consortium limitations under the HOME Program in a pro-rata share as follows:

1. Administrative Fund Cap and Portland Administration fee:
  - a. Pursuant to 24 CFR 92.207, the Portland HOME Consortium may expend not more than ten percent (10%) of the sum of the Fiscal Year HOME fund allocation on administrative and planning costs.
  - b. Each member is limited to budget and expend not more than ten percent (10%) of the HOME funds allocated to it on its administrative and planning costs. These are each members eligible administrative costs.
  - c. Gresham will pay to Portland forty-five percent (45%) of Gresham's eligible administrative costs for acting in the capacity of Representative Member; Multnomah County will pay Portland one hundred percent (100%) of its eligible administrative costs for acting in the capacity of Representative Member. If Multnomah County chooses to independently select and administer a HOME project or activity as described in section III, E, b of this agreement, Multnomah County will pay Portland only forty-five percent (45%) of the eligible administrative costs for acting in the capacity of Representative Member.
  - d. Any Program Income received must be remitted to Portland in its capacity as Representative Member for accounting purposes. This amount will then be returned to the respective members for their use in funding eligible HOME activities, ten percent of which may be used for administrative costs.
  - e. The duties of the Representative Member include, but are not limited to the following:
    - i. IDIS
    - ii. IGA/Invoice Processing/CAPER Reporting
    - iii. Technical Assistance
    - iv. HOME Inspections
    - v. HOME Environmental Review
2. CHDO Operating Support: Each member is responsible for meeting but not exceeding the 5% Community Housing Development Organization (CHDO) Set Aside from its pro-rata share of HOME funds, which can be made available for CHDO operating support under 24 CFR 92.208.

E. Each member is responsible for complying with the fund reservation, commitment and

expenditure time frames under 24 CFR 92.500(d).

F. Should any member fail to meet any of the obligations or exceed any of the limitations described above and should such failure jeopardize compliance of the Consortium as a whole, the Representative Member has final control over re-distribution of funds among members in order to insure that all grant requirements are met. The Representative Member shall consult with other members of the Consortium prior to any potential re-distribution of funds under this provision.

G. Should funds be de-obligated by HUD for any reason, the Representative Member will calculate the impact of de-obligation on each consortium member and make appropriate adjustments to the amount allocated to each member. The reduction in funds to each member will be approximately proportionate to the member's contribution to the cause of the de-obligation, unless members agree otherwise.

## **V. TERM OF THE AGREEMENT**

A. The term of this Agreement commences July 1, 2016 and continues three years from the effective date, and shall remain in full force and effect at least until the HOME funds from each of the federal fiscal years of the agreement's specified qualification period (2016, 2017 and 2018), and each successive qualification period for which the agreement is renewed are expended on eligible activities. Members are required to remain in the Consortium and cannot terminate this Agreement or withdraw from the Consortium during the full term of this Agreement per CPD Notice 13-002 (issued April 9, 2013).

B. This Agreement shall automatically be renewed for the Consortium's participation in successive qualification periods of three federal fiscal years each. No later than the date specified by HUD's consortia designation notice or HOME Consortia webpage, the Representative Member shall notify each Member in writing of its right to decide not to participate in the Consortium for the next qualification period and the Representative Member shall send a copy of each notification to the HUD Field Office.

If a Member decides not to participate in the Consortium for the next qualification period, the Member shall notify the Representative Member, and the Representative Member shall notify the HUD Field Office, before the beginning of the new qualification period.

Before the beginning of each new qualification period, the Representative Member shall submit to the HUD Field Office a statement of whether or not any amendments have been made to this agreement, a copy of each amendment to this agreement, and if the Consortium's membership has changed, the state certification required under 24 C.F.R. 92.101(a)(2)(i). The Consortium shall adopt any amendments to this agreement that are necessary to meet HUD requirements for consortium agreements in successive qualification periods.

The automatic renewal of the agreement will be void if: the Representative Member fails

to notify a Member or the HUD field office as required under this automatic renewal provision or the Representative Member fails to submit a copy of each amendment to this agreement as required under this automatic renewal provision.

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

**CITY OF PORTLAND**

**MULTNOMAH COUNTY**

**CITY OF GRESHAM**

\_\_\_\_\_  
**Charlie Hales, Mayor**

\_\_\_\_\_  
**Deborah Kafoury, Commission Chair**

\_\_\_\_\_  
**Shane Bemis, Mayor**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Tracy Reeve, City Attorney  
City of Portland

\_\_\_\_\_  
Patrick Henry, Assistant County Attorney  
Multnomah County

\_\_\_\_\_  
Mary Hull Caballero, City Auditor  
City of Portland

\_\_\_\_\_  
Ashley S. Berman, Assistant City Attorney  
City of Gresham