

**PORTLAND HOME CONSORTIUM
COOPERATION AGREEMENT**

Program Years 2010, 2011, 2012

This Agreement is entered into between the City of Portland, Oregon, the City of Gresham, Oregon, and Multnomah County, Oregon to form a Consortium for the purpose of participating in the HOME Investment Partnership Program of the U.S. Department of Housing and Urban Development.

WHEREAS, the HOME Investment Partnership Program is a Federal grant program to assist local governments with the provision of affordable housing for low and moderate income households; and

WHEREAS, the City of Portland, the City of Gresham and Multnomah County have participated in a Consortium under this program to receive funds which support affordable housing programs throughout the county since 1992; and

WHEREAS, the City of Portland, the City of Gresham and Multnomah County have jointly prepared a HUD-approved Consolidated Plan for fiscal years 2005-2010 to guide the utilization of HOME funds, and

WHEREAS, the City of Portland, the City of Gresham and Multnomah County wish to continue to participate in a HOME Program Consortium beginning July 1, 2010;

WHEREAS, the City of Portland, the City of Gresham and Multnomah County are on the same program year for CDBG, HOME, ESG, and HOPWA programs with annual start dates of July 1.

NOW, THEREFORE, the Consortium members agree as follows:

I DEFINITIONS

- A. "HOME Program" means the HOME Investment Partnership Program authorized by the Title II of the Cranston-Gonzalez National Affordable Housing Act, as amended (42 USC 12701 et seq.).
- B. "Member" means a unit of local government that is a signatory to this Agreement and therefore a member of the Portland HOME Consortium.
- C. "Portland HOME Consortium" means the particular Consortium operating under the HOME Program consisting of the City of Portland, the City of Gresham and Multnomah County.

- D. "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. The City of Portland shall serve as the Representative Member and be authorized to amend the Agreement and add new members on behalf of the entire Portland HOME Consortium. Portland will consult with existing members before making changes to this Agreement.
- E. "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 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 Portland HOME 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 applying to the yearly Consortium funding amount the relative percentage of persons living below the federal poverty line in each of the member jurisdictions as determined by the most recent data from the American Community Survey or Federal Census, whichever is more recent.
 - 2. This formula will be applied each year to the amount of the HOME grant award to determine the amount available for each member using the most up-to-date federal poverty data.
- B. Members may choose to collaborate in funding HOME projects or activities or may choose to pursue independent projects or activities.
- C. Each member is responsible for meeting its pro-rata share of the Consortium's obligations to the HOME Program as follows:
 - 1. Community Housing Development Organization (CHDO) Set-Aside: Each member is responsible to meet its pro-rata share of the CHDO Set-Aside obligations under 24 CFR 92.300.
 - 2. Match Obligations: To comply with Matching Contribution Requirements under 24 CFR 92.218-221, each member is responsible for ensuring that required amounts of qualified matching funds are contributed to HOME eligible projects

initiated by the member.

- D. 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 City of Portland Administration fee:
 - a. Each member is limited to budget and expend its pro-rata share of the 10% of total Consortium HOME funds for administration costs pursuant to 24 CFR 92.207. From this amount, Gresham and Multnomah County will pay to the City of Portland an administration fee in the amount of 12% of City of Portland's total administrative cost for operating the HOME Program. The administration fee shall reimburse the City of Portland for costs associated with serving as lead agency and administering the Portland HOME Consortium.
 - b. The administrative fee will be divided between Gresham and Multnomah County in proportion to their share of the non-Portland Consortium allocation.
 - c. For FY 2010-2011, the City of Portland's total administrative cost for operating the HOME Program is \$292,724, and the administrative fee to be split between Multnomah County and the City of Gresham shall be \$35,127. The dollar amount of the administrative fee shall never increase by more than the lesser of the following, without the consent of all parties: 5% from the previous year or the percentage increase of the HOME grant from the previous year to the year that the fee is collected.
 2. CHDO Operating Support: Each member is limited to its pro-rata share of the 5% of total Consortium 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.

III ACTIVITIES

- A. The members agree to cooperate in undertaking housing assistance activities for the HOME Program in compliance with the adopted Consolidated Plan.
- B. The members agree to affirmatively further fair housing in their jurisdictions. Such actions may include planning, education, outreach and enforcement activities.

IV ADMINISTRATION

- A. The City of 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 Consortium's HOME Program is carried out in compliance with the requirements of the HOME Program, including requirements for the Consolidated Plan in accordance with HUD regulations in 24 CFR Part 92 and 91, respectively.
- B. As the Representative Member, the City of Portland will incur costs in conjunction with the overall administration of the HOME Program grant. The City of 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 II, D. 1. above.
- C. Each member agrees to carry out program activities in conformance with 24 CFR Part 92.
- D. 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 Investment Partnership 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.
- E. 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.

V TERMS OF THE AGREEMENT

- A. This Agreement shall remain in full force and effect from the date of execution and approval by HUD for the period necessary to carry out all activities funded from the three program years 2010, 2011, 2012.
- B. 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 00-05 (dated April 5, 2000).

Agreed to this _____ day of _____, 2009.

CITY OF PORTLAND

MULTNOMAH COUNTY

CITY OF GRESHAM

Sam Adams, Mayor

Ted Wheeler, Commission Chair

Shane Bemis, Mayor

We hereby find that the terms and provisions of this Agreement are fully authorized 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, and that the Agreement provides full legal authority for the Consortium to undertake housing assistance activities for the HOME Program.

APPROVED AS TO FORM:

APPROVED AS TO FORM



Linda Meng, City Attorney
City of Portland



Patrick Henry, County Counsel
Multnomah County

Dave Ris, City Attorney
City of Gresham