

**PORTLAND REGIONAL LEAD HAZARD REDUCTION CONSORTIUM
MEMORANDUM OF UNDERSTANDING**

This Memorandum is entered into between Clackamas County, Oregon, Multnomah County, Oregon, Washington County, Oregon, the City of Beaverton, Oregon, the City of Gresham, Oregon, and the City of Portland, Oregon, to form a Consortium for the purpose of applying for Lead-Based Paint Hazard Control Grant funding from the U.S. Department of Housing and Urban Development.

WHEREAS, the Lead-Based Paint Hazard Control Grant Program is a Federal grant program to assist governments in reducing lead hazards to young children in low and moderate income households; and

WHEREAS, Clackamas County, Multnomah County, Washington County, the City of Beaverton, the City of Gresham, and the City of Portland have housing stock of a similar nature, operate under the same market of lead hazard reduction professionals, and may not have the individual capacity to administer lead hazard reduction services; and

WHEREAS, the City of Portland has successfully administered a Lead-Based Paint Hazard Control Grant program and is able and willing to offer centralized coordination of lead hazard reduction services for Clackamas County, Multnomah County, Washington County, the City of Beaverton, the City of Gresham, and the City of Portland; and

WHEREAS, Clackamas County, Multnomah County, Washington County, the City of Beaverton, the City of Gresham, and the City of Portland wish to support a Consortium Application by the City of Portland for a Lead-Based Paint Hazard Control Grant.

NOW, THEREFORE, the Consortium members agree as follows:

I DEFINITIONS

- A. Grant means the Lead-Based Paint Hazard Control Grant from the Office of Lead Hazard Control in the U.S. Department of Housing and Urban Development, authorized under Section 1011 of the Residential Lead-Based Hazard Reduction Act of 1992 (Title X of the Housing and Community Development Act of 1992).
- B. Member means a unit of local government that is a signatory to this Agreement and therefore a member of the Portland Regional Lead Hazard Reduction Consortium.
- C. Consortium means the Portland Regional Lead Hazard Reduction Consortium implementing the Lead-Based Paint Hazard Control Grant Program consisting of Clackamas County, Multnomah County, Washington County, City of Beaverton, City of Gresham, and City of Portland.
- D. Representative Member means the unit of local government designated by the Portland Regional Lead Hazard Reduction 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.

- E. Lead Hazard Reduction Process means the risk assessments, spec writing, coordination of hazard reduction, and clearance of work that is necessary in order to reduce lead hazards.

II FUNDING

- A. HUD will determine the amount of Grant funding to be awarded to the Consortium based upon an amount negotiated from the request included in the Consortium Grant proposal.
 - 1. Proposed funding in the HUD Lead Hazard Control Grant includes hazard reduction resources earmarked for each Member based on the stated need for hazard reduction of the individual Member.
 - 2. Funding awarded by HUD will be earmarked for individual members until a period of eighteen months after a grant award is made. At that time, the actual hazard reduction activities of the Members will be evaluated against remaining earmarked resources. If necessary, resources may be reallocated to other Members on a first-come, first served basis.
- C. Each Member is responsible for meeting its share of the Consortium match obligations to the Grant as follows:
 - 1. Cash Match Obligations: To comply with matching contribution requirements for the Grant, Portland will provide the 10% match required for the Grant.
 - 2. Administrative Responsibilities: Each member is responsible for providing the necessary staff time and capacity to coordinate any intake or relocation activities associated with units requiring hazard reduction, or any other activities not directly associated with the specific hazard reduction process unless negotiated individually on a fee for service basis with PDC.
- D. The Grant proposal will include funding for the Portland Development Commission to provide centralized hazard reduction services that include risk assessments, lead spec writing, coordination of hazard reduction, and clearance.
- E. The Grant proposal will include an administrative fee for each Member in the amount of \$300 per unit, for satisfactorily providing intake and relocation facilitation for units receiving hazard reduction that is not tied to federal rehabilitation requirements.
- F. The Grant proposal will include funding for relocation assistance for each project in an amount that corresponds with the stated need for hazard reduction
- G. Should any member fail to utilize earmarked funds, or meet any of the obligations described above, Portland has authority over re-distribution of funds among members in order to insure that all grant requirements are met. Portland shall consult with other members of the Consortium prior to any potential re-distribution of funds under this provision.

III ACTIVITIES

- A. The members agree to cooperate in undertaking lead-based paint hazard reduction activities for eligible households that meet the following requirements:
1. Households with incomes below 80% of median family income with children under the age of six.
 2. Vacant housing units that will be affordable to households under median family income and are expected to be occupied by children under the age of six.
- B. Members agree to negotiate in good faith on policy or program details that are not specifically provided in this Memorandum.
- C. The Members agree to accept referrals of eligible EBL households from local health departments, EBL households participating in tenant-based Section 8 programs, or other sources where there is a documented EBL child involved. The Members agree to provide intake for those households that request lead-based paint hazard reduction service from the Grant. Where an EBL household is referred from a source other than a tenant-based Section 8 program, the Members agree to facilitate relocation needs of the household requesting hazard reduction services. Relocation for EBL households residing in a tenant-based Section 8 program shall be required of the referring Housing Authority unless specifically agreed upon by the individual Member.
- D. Members will agree to prioritize units with children that have elevated blood lead levels.
- E. Members will agree to negotiate in good faith the terms of assistance for all hazard reduction activities funded by the Grant. This will include the following: what hazard reduction strategies are eligible to be funded by the Grant, any maximum Grant funding amounts that may be imposed, and how to integrate lead hazard reduction with rehabilitation activities.
- F. As negotiated individually, the members agree to provide some level of lead poisoning prevention education and outreach in their jurisdiction. If desired, Portland agrees to provide education and outreach services for the member by expanding its current education and outreach programs. Resources for members to provide these services directly (or indirectly through another organization) may also be included in the Grant proposal.
- G. Members agree to participate in quarterly Consortium meetings in order to evaluate progress and address issues that may arise from implementation of the Grant.

IV ADMINISTRATION

- A. The City of Portland is designated as the Representative Member of the Portland Regional Lead Hazard Reduction Consortium and agrees to carry out overall responsibility, with cooperation of all members, for ensuring that the Consortium's Grant Program is carried out in compliance with

the requirements of the Grant Program.

- B. The City of Portland will incur costs in conjunction with the overall administration of the Grant. The City of Portland will identify these program administration costs and will include them in the Consortium Grant application.
- C. It is anticipated that the majority of records required for monitoring and reporting will be maintained by PDC. These include copies of the risk assessments, lead hazard reduction scope of work, bids received and final clearance. However, each member agrees to supply Portland with information and any records that may be requested that relate to the Grant Program. These records shall be open to inspection by the Representative Member, or its designee, upon request. Portland agrees to provide reasonable technical assistance to members to promote compliance, particularly around the issue of household relocation.
- D. Portland will conduct all Grant-required tracking and monitoring of hazard reduction activities through its relationship with PDC. It will submit to HUD the required quarterly financial and narrative reports concerning the overall progress of the grant.

V TERMS OF THE AGREEMENT

- A. This Agreement shall remain in full force and effect from the date of execution for the full period necessary to carry out all activities funded from a Grant awarded for the period of January 1, 2002 through June 30, 2004.

Agreed to this _____ day of , 2001.

CITY OF BEAVERTON:

Rob Drake, Mayor of Beaverton

APPROVED AS TO FORM:

Bill Scheiderich, Assistant City Attorney