

April 4, 2019

Board of County Commissioner
Clackamas County

Members of the Board:

Authorization to Sign Grant Award Documents from the U.S. Department of Housing & Urban Development for 2019-2020 Continuum of Care Program (CoC) Funding

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| Purpose/Outcomes | Authorization to sign grant award documents for the HMIS (Homeless Management Information Systems) and CoC Planning grants from the US Department of Housing and Urban Development (HUD) for Continuum of Care funding. HMIS is required by HUD to track data about serving the homeless population. CoC Planning funds are used to strategically plan for homeless services, manage our Coordinated Housing Access program, and complete the next annual application for HUD CoC funding. |
| Dollar Amount and Fiscal Impact | The HMIS grant amount is \$70,862 and the CoC Planning grant amount is \$70,591. The agreements total \$141,453 of funding revenue. |
| Funding Source | U.S. Department of Housing & Urban Development |
| Duration | July 1, 2019- June 30, 2020 |
| Previous Board Action | Board has approved project applications on August 16, 2018. 081618-A2 . |
| Strategic Plan Alignment | 1. Homeless individuals served by CoC programs will move to or maintain stable housing. 2. Ensure safe, healthy and secure communities |
| Contact Person | Abby Ahern, Program Planner, 503-650-5663 |
| Contract No. | NA |

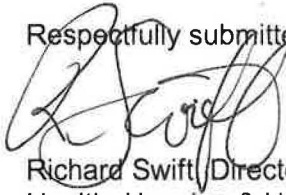
BACKGROUND:

The Housing and Community Development Division of the Health, Housing and Human Services Department requests the authorization to sign grant award documents with the U.S. Department of Housing and Urban Development for Continuum of Care Program funding. The Continuum of Care is a HUD-mandated administrative and organizational local response to homelessness. Applications for these grants were submitted on September 18, 2018 to HUD. These agreements are in the format approved by County Counsel. Total amount of these to agreements are \$141,453.

RECOMMENDATION:

Staff recommends the approval to execute these CoC grant agreements and that Richard Swift, be authorized to sign all documents necessary to accomplish this action on behalf of the Board of County Commissioners.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Richard Swift', written over the printed name.

Richard Swift, Director
Health, Housing & Human Services

Coc HMIS
FY 19/20

Recipient Name: Clackamas County Department of Health, Housing and Human Services
Grant Number: OR0099L0E071811
Tax ID Number: 93-6002286
DUNS Number: 096992656

SCOPE OF WORK for
FY2018 COMPETITION
(funding 1 project in CoCs with multiple recipients)

1. The project listed on this Scope of Work is governed by the Act and Rule, as they may be amended from time to time. The project is also subject to the terms of the Notice of Funds Availability for the fiscal year competition in which the funds were awarded and to the applicable annual appropriations act.
2. HUD designations of Continuums of Care as High-performing Communities (HPCS) are published in the HUD Exchange in the appropriate Fiscal Years' CoC Program Competition Funding Availability page. Notwithstanding anything to the contrary in the Application or this Grant Agreement, Recipient may only use grant funds for HPC Homelessness Prevention Activities if the Continuum that designated the Recipient to apply for this grant was designated an HPC for the applicable fiscal year.
3. Recipient is not a Unified Funding Agency and was not the only Applicant the Continuum of Care designated to apply for and receive grant funds and is not the only Recipient for the Continuum of Care that designated it. HUD's total funding obligation for this grant is \$ 70862 for project number OR0099L0E071811. If the project is a renewal to which expansion funds have been added during this competition, the Renewal Expansion Data Report, including the Summary Budget therein, in e-snaps is incorporated herein by reference and made a part hereof. In accordance with 24 CFR 578.105(b), Recipient is prohibited from moving more than 10% from one budget line item in a project's approved budget to another without a written amendment to this Agreement. The obligation for this project shall be allocated as follows:

| | |
|---|----------|
| a. Continuum of Care planning activities | \$ 0 |
| b. Acquisition | \$ 0 |
| c. Rehabilitation | \$ 0 |
| d. New construction | \$ 0 |
| e. Leasing | \$ 0 |
| f. Rental assistance | \$ 0 |
| g. Supportive services | \$ 0 |
| h. Operating costs | \$ 0 |
| i. Homeless Management Information System | \$ 66372 |
| j. Administrative costs | \$ 4490 |
| k. Relocation Costs | \$ 0 |

I. HPC homelessness prevention activities:

| | |
|---|------|
| Housing relocation and stabilization services | \$ 0 |
| Short-term and medium-term rental assistance | \$ 0 |

4. Performance Period in number of months: 12. The performance period for the project begins 07-01-2019 and ends 06-30-2020. No funds for new projects may be drawn down by Recipient until HUD has approved site control pursuant to §578.21 and §578.25 and no funds for renewal projects may be drawn down by Recipient before the end date of the project's final operating year under the grant that has been renewed.
5. If grant funds will be used for payment of indirect costs, the Recipient is authorized to insert the Recipient's and Subrecipients' federally recognized indirect cost rates on the attached Federally Recognized Indirect Cost Rates Schedule, which Schedule shall be incorporated herein and made a part of the Agreement. No indirect costs may be charged to the grant by the Recipient if their federally recognized cost rate is not listed on the Schedule. If no federally recognized indirect cost rate is listed on the Schedule for a project funded under this Agreement, no indirect costs may be charged to the project by the subrecipient carrying out that project.
6. The project has not been awarded project-based rental assistance for a term of fifteen (15) years. Additional funding is subject to the availability of annual appropriations.

This agreement is hereby executed on behalf of the parties as follows:

**UNITED STATES OF AMERICA,
Secretary of Housing and Urban Development**

By:



(Signature)

Doug Carlson, Director

(Typed Name and Title)

March 6, 2019

(Date)

RECIPIENT

Clackamas Dept. Health, Housing & Human Svcs

(Name of Organization)

By:

(Signature of Authorized Official)



(Typed Name and Title of Authorized Official)

(Date)

Tax ID No.: 93-6002286
CoC Program Grant Number: OR0099L0E071811
Effective Date: 3/6/2019
DUNS No.: 096992656

FEDERALLY RECOGNIZED INDIRECT COST RATE SCHEDULE

| <u>Grant No.</u> | <u>Recipient Name</u> | <u>Indirect cost rate</u> | <u>Cost Base</u> |
|------------------|-----------------------|---------------------------|------------------|
| OR0099L0E071811 | H3S ADMIN | 1.68% | \$1,280,594 |

COC Planning
FY 19/20



U.S. Department of Housing and Urban Development
Office of Community Planning and Development
1220 SW 3rd Avenue
Suite 400
Portland, OR 97204-2830

Recipient Name: Clackamas County Department of Health, Housing and Human Services
Grant Number: OR0272L0E071800
Tax ID Number: 93-6002286
DUNS Number: 096992656

**CONTINUUM OF CARE PROGRAM (CDFA# 14.267)
GRANT AGREEMENT**

This Grant Agreement (“this Agreement”) is made by and between the United States Department of Housing and Urban Development (“HUD”) and Clackamas Dept. Health, Housing & Human Svcs (the “Recipient”).

This Agreement is governed by title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11301 et seq. (the “Act”) and the Continuum of Care Program rule (the “Rule”).

The terms “Grant” or “Grant Funds” mean the funds that are provided under this Agreement. The term “Application” means the application submissions on the basis of which the Grant was approved by HUD, including the certifications, assurances, and any information or documentation required to meet any grant award condition. All other terms shall have the meanings given in the Rule.

The Application is incorporated herein as part of this Agreement, except that only the project (those projects) listed, and only in the amounts listed on a Scope of Work, are funded by this Agreement. In the event of any conflict between any application provision and any provision contained in this Agreement, this Agreement shall control.

The Scope of Work, is attached hereto and made a part hereof. If in the future appropriations are made available for Continuum of Care grants; if Recipient applies under a Notice of Funds Availability published by HUD; and, if pursuant to the selection criteria in the Notice of Funds Availability, HUD selects Recipient and the project or one or more of the projects listed on the Scope of Work for renewal or for new projects for funding, then additional Scopes of Work may be attached to this Agreement. Those additional Scopes of Work, when attached, will also become a part hereof.

The effective date of the Agreement shall be the date of execution by HUD and it is the date use of funds under this Agreement may begin. Each project will have a performance period that will be listed on the Scope(s) of Work to this Agreement. For renewal projects, the period of performance shall begin at the end of the Recipient’s final operating year for the project being renewed and eligible costs incurred for a project between the end of Recipient’s final operating year under the grant being renewed and the execution of this Agreement may be paid with funds from the first operating year of this Agreement. For each new project funded under this Agreement, Recipient and HUD will set an operating start date in eLOCCS, which will be used to track expenditures, to establish the project performance period and to determine when a project is eligible for renewal. Recipient hereby authorizes HUD to insert the project performance period for new projects into the Scope of Work without Recipient signature, after the operating start date is established in eLOCCS.

This Agreement shall remain in effect until termination either 1) by agreement of the parties; 2) by HUD alone, acting under the authority of 24 CFR 578.107; 3) upon expiration of the final performance period for all projects funded under this Agreement; or 4) upon the expiration of the period of availability of funds for all projects funded under this Agreement.

Recipient agrees:

1. To ensure the operation of the project(s) listed on the Scope of Work in accordance with the provisions of the Act and all requirements of the Rule;
2. To monitor and report the progress of the project(s) to the Continuum of Care and HUD;
3. To ensure, to the maximum extent practicable, that individuals and families experiencing homelessness are involved, through employment, provision of volunteer services, or otherwise, in constructing, rehabilitating, maintaining, and operating facilities for the project and in providing supportive services for the project;
4. To require certification from all subrecipients that:
 - a. Subrecipients will maintain the confidentiality of records pertaining to any individual or family that was provided family violence prevention or treatment services through the project;
 - b. The address or location of any family violence project assisted with grant funds will not be made public, except with written authorization of the person responsible for the operation of such project;
 - c. Subrecipients will establish policies and practices that are consistent with, and do not restrict, the exercise of rights provided by subtitle B of title VII of the Act and other laws relating to the provision of educational and related services to individuals and families experiencing homelessness;
 - d. In the case of projects that provide housing or services to families, that subrecipients will designate a staff person to be responsible for ensuring that children being served in the program are enrolled in school and connected to appropriate services in the community, including early childhood programs such as Head Start, part C of the Individuals with Disabilities Education Act, and programs authorized under subtitle B of title VII of the Act;
 - e. The subrecipient, its officers, and employees are not debarred or suspended from doing business with the Federal Government; and
 - f. Subrecipients will provide information, such as data and reports, as required by HUD; and
5. To establish such fiscal control and accounting procedures as may be necessary to assure the proper disbursement of, and accounting for grant funds in order to ensure that all financial transactions are conducted, and records maintained in accordance with generally accepted accounting principles, if the Recipient is a Unified Funding Agency;
6. To monitor subrecipient match and report on match to HUD;
7. To take the educational needs of children into account when families are placed in housing and will, to the maximum extent practicable, place families with children as close as possible to their school of origin so as not to disrupt such children's education;
8. To monitor subrecipients at least annually;

9. To use the centralized or coordinated assessment system established by the Continuum of Care as required by the Rule. A victim service provider may choose not to use the Continuum of Care's centralized or coordinated assessment system, provided that victim service providers in the area use a centralized or coordinated assessment system that meets HUD's minimum requirements and the victim service provider uses that system instead;
10. To follow the written standards for providing Continuum of Care assistance developed by the Continuum of Care, including those required by the Rule;
11. Enter into subrecipient agreements requiring subrecipients to operate the project(s) in accordance with the provisions of this Act and all requirements of the Rule; and
12. To comply with such other terms and conditions as HUD may have established in the applicable Notice of Funds Availability.

HUD notifications to the Recipient shall be to the address of the Recipient as stated in the Application, unless the Recipient changes the address and key contacts in e-snaps. Recipient notifications to HUD shall be to the HUD Field Office executing the Agreement. No right, benefit, or advantage of the Recipient hereunder may be assigned without prior written approval of HUD.

The Agreement constitutes the entire agreement between the parties hereto, and may be amended only in writing executed by HUD and the Recipient.

By signing below, Recipients that are states and units of local government certify that they are following a current HUD approved CHAS (Consolidated Plan).

Recipient Name: Clackamas County Department of Health, Housing and Human Services
Grant Number: OR0272L0E071800
Tax ID Number: 93-6002286
DUNS Number: 096992656

SCOPE OF WORK for
 FY2018 COMPETITION
 (funding 1 project in CoCs with multiple recipients)

1. The project listed on this Scope of Work is governed by the Act and Rule, as they may be amended from time to time. The project is also subject to the terms of the Notice of Funds Availability for the fiscal year competition in which the funds were awarded and to the applicable annual appropriations act.
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3. Recipient is not a Unified Funding Agency and was not the only Applicant the Continuum of Care designated to apply for and receive grant funds and is not the only Recipient for the Continuum of Care that designated it. HUD's total funding obligation for this grant is \$ 70591 for project number OR0272L0E071800. If the project is a renewal to which expansion funds have been added during this competition, the Renewal Expansion Data Report, including the Summary Budget therein, in e-snaps is incorporated herein by reference and made a part hereof. In accordance with 24 CFR 578.105(b), Recipient is prohibited from moving more than 10% from one budget line item in a project's approved budget to another without a written amendment to this Agreement. The obligation for this project shall be allocated as follows:

| | |
|---|----------|
| a. Continuum of Care planning activities | \$ 70591 |
| b. Acquisition | \$ 0 |
| c. Rehabilitation | \$ 0 |
| d. New construction | \$ 0 |
| e. Leasing | \$ 0 |
| f. Rental assistance | \$ 0 |
| g. Supportive services | \$ 0 |
| h. Operating costs | \$ 0 |
| i. Homeless Management Information System | \$ 0 |
| j. Administrative costs | \$ 0 |
| k. Relocation Costs | \$ 0 |

1. HPC homelessness prevention activities:

| | |
|---|------|
| Housing relocation and stabilization services | \$ 0 |
| Short-term and medium-term rental assistance | \$ 0 |

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This agreement is hereby executed on behalf of the parties as follows:

**UNITED STATES OF AMERICA,
Secretary of Housing and Urban Development**

By:



(Signature)

Doug Carlson, Director

(Typed Name and Title)

March 20, 2019

(Date)

RECIPIENT

Clackamas Dept. Health, Housing & Human Svcs

(Name of Organization)

By:

(Signature of Authorized Official)

Richard Swift, Director

(Typed Name and Title of Authorized Official)

(Date)

Tax ID No.: 93-6002286
CoC Program Grant Number: OR0272L0E071800
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DUNS No.: 096992656

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| OR0272L0E071800 | HBS ADMIN | 1.68% | \$1,280,594 |