Health, Housing & Human Services
CLACKAMAS COUNTY

COPY

Richard Swift
Interim Director

July 9, 2015

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of HOME Intergovernmental Agreement with
Housing Authority of Clackamas County

Purpose/Outcomes	County HOME Program funds will provide tenant-based rental assistance (TBRA) to approximately 20 very-low income households enrolled in the Reboot NW Program.
Dollar Amount and Fiscal Impact	Total HOME funds is $100,000 for the Reboot TBRA Program • No County General Funds are involved.
Funding Source	The fund source is the FY2015-16 HOME Investment Partnerships Program allocation which the County receives annually from the US Department of Housing and Urban Development (HUD). No County General Funds are involved.
Safety Impact	None.
Duration	The term of the HOME Intergovernmental Agreement is 1 year, beginning July 1, 2015 and ending June 30, 2016.
Previous Board Action	April 9, 2015 – H3S, Approval of Housing and Community Development 2015 Action Plan, Board Order # 040915-II 1
Contact Person	Kevin Ko, Manager, Housing & Community Development Division, 655-8359.
Contract No.	H3S 7267

BACKGROUND:
The Housing and Community Development (HCD) Division of the Health, Housing and Human Services Department requests the approval of a HOME Intergovernmental Agreement with the Housing Authority of Clackamas County (HACC) for the Reboot TBRA Program. The Reboot TBRA Program will provide temporary rental assistance to income eligible, unemployed residents of Clackamas County who are enrolled in the Clackamas Community College Reboot NW Program, an employment training program focused on developing occupational skills critical to the manufacturing and IT sectors. The TBRA Program will provide additional assistance to eligible Reboot NW participants by paying for a portion of their monthly housing rent for up to two years, thereby relieving some of the financial stress the household may be experiencing with being unemployed. The Reboot TBRA Program will be administered by HACC, with oversight by HCD staff.

On April 9, 2015 the Board approved the Housing and Community Development 2015 Action Plan. The Action Plan is developed annually through a public process which identifies and prioritizes community needs, and targets HUD funds to address the highest priority needs. Included in the 2015 Action Plan are

two allocations of HOME funds of $100,000 each to support TBRA programs being administered by Northwest Housing Alternatives and HACC.

The HOME Intergovernmental Agreement with HACC was reviewed and approved by County Counsel on 6/29/2015. The term of the agreement is from 7/01/2015 thru 6/30/2016.

RECOMMENDATION:

Staff recommends Board approval of the HOME Intergovernmental Agreement with the Housing Authority of Clackamas County and authorization for Richard Swift, H3S Interim Director to sign on behalf of Clackamas County. Signatures will occur after notification of release of funds by HUD.

Respectfully submitted,

Richard Swift, H3S Interim Director

INTERGOVERNMENTAL AGREEMENT
BETWEEN

CLACKAMAS COUNTY DEPARTMENT OF HEALTH, HOUSING AND HUMAN SERVICES DEPARTMENT
HOUSING AND COMMUNITY DEVELOPMENT DIVISION

AND
HOUSING AUTHORITY OF CLACKAMAS COUNTY

I. Purpose

This Agreement provides the basis for a cooperative working relationship between Clackamas County Housing and Community Development Division, herein referred to as HCD, and the Housing Authority of Clackamas County, herein referred to as HACC, with the common goal of providing short-term housing assistance to very low-income participants of the Clackamas Community College Reboot Program.

II. Scope of Cooperation

A. Under this agreement, the responsibilities of HACC shall be as follows:

1. HACC agrees to provide staff and materials necessary to implement and manage the Reboot Tenant Based Rental Assistance Program (Reboot TBRA) by:

    a. Acting as liaison between HCD and Clackamas Community College (CCC) reboot Program staff.
    b. Ensuring that all TBRA beneficiaries are eligible for assistance under the HOME Investment Partnerships Program (HOME Program).
    c. Providing HCD with eligibility documentation as needed for HOME regulatory compliance.

2. To submit invoices for eligible TBRA expenses to HCD in a timely and accurate manner.

3. To prepare and submit to HCD, an annual summary report and quarterly progress reports that detail the activities of the program, including services provided and the number of persons assisted with program services. See Attachment C.

4. HACC agrees to provide all requested program information and participate in program monitoring during the term of the Agreement.

B. Under this agreement, the responsibilities of HCD will be as follows:

1. HCD agrees to provide and administer available FY 2015 HOME Program funds granted by the U.S. Department of Housing and Urban Development (HUD) to assist with the Reboot TBRA Program.

2. HCD will monitor the performance of the Reboot TBRA Program and HACC against the goals and performance standards of the HOME Program. Substandard performance as determined by the HCD will constitute non-compliance with this Agreement. HCD

will suspend funding of the Reboot TBRA Program if action to correct such substandard performance is not taken by HACC within ten (10) days after being notified by the HCD. See Attachment B.

3. HCD agrees to conduct necessary environmental reviews as described in 24 CFR Part 58.35(b).

III. Compensation

A. HCD agrees to reimburse HACC an amount not to exceed **$100,000** of FY 2015-2016 HOME Program funds for the housing services outlined in Section II A of this agreement. The obligations of HCD are expressly subject to HCD receiving funds from HUD, and in no event shall HCD's financial contribution exceed the amount finally granted, released and approved by HUD.

B. HACC agrees to match the HOME Program funding with at least 25% of the program budget from non-federal funds and report those matching funds annually to HCD.

C. In the event the amount of HOME Program funds allowed by HUD for the Reboot TBRA Program is less than the amount budgeted, HCD will reduced the funding available, and will require HACC to make the necessary operational adjustments.

D. Payments shall be made on requests for payment submitted to HCD on a quarterly basis. Payment requests must detail the allowable HOME TBRA costs incurred during that quarter. All requests for payment are subject to the approval of HCD and shall be submitted to:

Kevin Ko, HCD Manager
Clackamas County Community Development Division
2051 Kaen Road
Oregon City, OR 97045

IV. Liaison Responsibility

A. Toni Karter will act as liaison from HACC. Kevin Ko will act as liaison from HCD.

V. Special Requirements

A. **Assignment and Subcontracting.** HACC shall undertake the work outlined in Attachment A and shall not assign any portion of such work outside without written approval from HCD.

B. **Conflict of Interest.**

1. Interest of Officers, Employees, or Agents. No officer, employee, or agent of HCD or HACC who exercises any functions or responsibilities in connection with the planning and execution of activities under the CDBG Program, or any other person who exercises any functions or responsibilities in connection with the Program during their tenure or for one year thereafter, shall obtain a personal or financial interest in or benefit from this Agreement, or any contract, subcontract or agreement arising therefrom, either for

themselves or for persons with whom they have family or business ties without appropriate prior HUD waiver; and HACC shall take appropriate steps to assure compliance.

2. Interest of Certain Federal Officials. No member of or delegate to the Congress of the United States and no Resident Commissioner shall be admitted to any share or part of this Agreement or to any benefit that may arise hereunder.

C. **Program Benefit**. HACC will implement the program to give maximum feasible benefit to low and moderate income families and individuals. Income guidelines applicable to this Agreement are included in Attachment A.

D. **Non Discrimination.** HACC shall comply with Federal, State, and local laws prohibiting discrimination on the basis of age, sex, marital status, race, creed, color, national origin, or the presence of any mental or physical handicap. These requirements are specified in ORS Chapter 659; Section 109 of the Housing and Community Development Act of 1974; Civil Rights Act of 1964, Title VII; Fair Housing Amendments Act of 1988; Executive Order 11063; Executive Order 11246; Section 3 of the Housing and Urban Development Act of 1968; all as amended; and the regulations promulgated thereunder.

E. **Public Information.** HCD and HACC shall cooperate in public information efforts, such as contracts with neighborhood or consumer advocacy organizations, press releases, etc. In all news releases and other public notices relating to activities under this Agreement HACC shall include information identifying the source of funds as the Clackamas County HOME Program.

F. **Evaluation.** HACC agrees to participate with HCD in any evaluation project or performance report, as designed by the HCD or the appropriate Federal department, and to make available all information required by any such evaluations process.

G. **Audits and Inspections**. HACC will insure that HCD, the Secretary of HUD, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to all books, accounts, records, reports, files, and other papers or property pertaining to the funds provided under this Agreement for the purpose of making surveys, audits, examinations, excerpts and transcripts. HACC shall not be required to provide any information which in any way would deny the rights of confidentiality to any low or moderate income family or individual seeking or receiving assistance from the program.

H. **Record and Fiscal Control System**. HACC agrees to comply with the policies, guidelines and requirements of 24 CFR Part 85 with respect to funds pursuant to this Agreement. All financial and programmatic records, supporting documents, statistical records, and other records pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible. Such records and documents shall be retained for a period of ten (10) years after receipt of final payment under this Agreement; provided that any records and documents that are the subject of audit findings shall be retained for a longer time until such audit findings are resolved.

I. **Citizen Participation.** HACC shall compile and maintain records including narratives or other documentation describing the process used to inform citizens concerning the program.

J. **Equal Opportunity.** HACC shall maintain and provide to HCD racial, ethnic, gender, age, head of household, and income data showing the extent to which these categories of persons have participated in, or benefited from, the activities carried out under this Agreement.

VI. Amendment

A. This Agreement may be amended at any time with the concurrence of both parties. Amendments become a part of this Agreement only after the written amendment has been signed by both Parties.

VII. Term of Agreement

A. This Agreement becomes effective when it is signed by both Parties.

B. The term of this Agreement is a period **beginning July 1, 2015 and ending June 30, 2016.**

C. This Agreement may be suspended or terminated prior to the expiration of its term by:

1. Written notice provided to HCD from HACC before any materials or services for improvements are procured, or;
2. Written notice provided by HCD in accordance with 24 CFR 85.43, included as Attachment B, resulting from material failure by HACC to comply with any term of this Agreement, or;
3. Mutual agreement by HCD and HACC in accordance with 24 CFR 85.44 included as Attachment B. Upon termination of this Agreement, any unexpended balances of HOME Program funds shall remain with HCD.

CLACKAMAS COUNTY HOUSING AND COMMUNITY DEVELOPMENT DIVISION

And

HOUSING AUTHORITY OF CLACKAMAS COUNTY

_____
Chuck Robbins, Director of HCD and HACC

_____
Date

CLACKAMAS COUNTY
Chair: John Ludlow
Commissioner: Jim Bernard
Commissioner: Paul Savas
Commissioner: Martha Schrader
Commissioner: Tootie Smith

Signing on Behalf of the Board.

_____
Richard Swift, Interim Director
Department of Health, Housing and Human Services

_____
Date

ATTACHMENT A

To achieve the objectives outlined in Section II of this Agreement, the **2015 HACC Reboot TBRA** shall conduct the following activities:

1. Provide rental assistance to eligible low-income households in conjunction with the Clackamas Community College Reboot Program.
2. Conduct outreach to eligible households residing in Clackamas County and enrolled in the CCC Reboot Program.
3. Maintain accurate records of tenant assistance provided, including date, location, amount, duration, household information and federal demographic information.
4. Prepare and submit to CD, an annual summary report and quarterly progress reports that detail the activities of the Reboot TBRA Program. Please provide sample reports in Attachment C.
5. Area Median Income (AMI) limits established annually by the U.S. Department of Housing and Urban Development to determine eligibility for assistance under this program are listed below:

HUD 2015 INCOME GUIDELINES			
Family Size	Extremely Low	Very Low Income	Low Income
	30%	50%	80%
1	15,450	25,750	41,200
2	17,650	29,400	47,050
3	19,850	33,100	52,950
4	22,050	36,750	58,800
5	23,850	39,700	63,550
6	25,600	42,650	68,250
7	27,350	45,600	72,950

Program Budget

Description	HOME $$	HACC $$	Other $$	Total $$
Total Program Budget				

ATTACHMENT B

Excerpt from 24 CFR Part 85

§85.43 Enforcement.

(a) *Remedies for noncompliance.* If a grantee or subgrantee materially fails to comply with any term of an award, whether stated in a Federal statute or regulation, an assurance, in a State plan or application, a notice of award or elsewhere, the awarding agency may take one or more of the following actions, as appropriate in the circumstances:

(1) Temporarily withhold cash payments pending correction of the deficiency by the grantee or subgrantee or more severe enforcement action by the awarding agency,

(2) Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance,

(3) Wholly or partly suspend or terminate the current award for the grantee's or subgrantee's program,

(4) Withhold further awards for the program, or

(5) Take other remedies that may be legally available.

(b) *Hearings, appeals.* In taking an enforcement action, the awarding agency will provide the grantee or subgrantee an opportunity for such hearing, appeal, or other administrative proceeding to which the grantee or subgrantee is entitled under any statute or regulation applicable to the action involved.

(c) *Effects of suspension and termination.* Costs of grantee or subgrantee resulting from obligations incurred by the grantee or subgrantee during a suspension or after termination of an award are not allowable unless the awarding agency expressly authorizes them in the notice of suspension or termination or subsequently. Other grantee or subgrantee costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if:

(1) The costs result from obligations which were properly incurred by the grantee or subgrantee before the effective date of suspension or termination, are not in anticipation of it, and, in the case of a termination, are noncancellable, and,

(2) The costs would be allowable if the award were not suspended or expired normally at the end of the funding period in which the termination takes effect.

(d) *Relationship to Debarment and Suspension.* The enforcement remedies identified in this section, including suspension and termination, do not preclude grantee or subgrantee from being subject to "Debarment and Suspension" under E.O. 12549 (see §85.35).

§85.44 Termination for convenience.

Except as provided in §85.43 awards may be terminated in whole or in part only as follows:

(a) By the awarding agency with the consent of the grantee or subgrantee in which case the two parties shall agree upon the termination conditions, including the effective date and in the case of partial termination, the portion to be terminated, or

(b) By the grantee or subgrantee upon written notification to the awarding agency, setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if, in the case of a partial termination, the awarding agency determines that the remaining portion of the award will not accomplish the purposes for which the award was made, the awarding agency may terminate the award in its entirety under either §85.43 or paragraph (a) of this section.

ATTACHMENT C
(Intake/reporting forms)