

COPY

Richard Swift
 Interim Director

August 6, 2015

Board of County Commissioner
 Clackamas County

Members of the Board:

Approval of an Interagency Agreement Between Clackamas County
 Community Development Division and Social Services Division
for the Housing Rights and Resources Program in Clackamas County

Purpose/Outcomes	Funding for Social Services Division to operate a fair housing information and referral service. This will serve a primary contact point for low and moderate income persons residing in Clackamas County who are seeking assistance with fair housing issues, information about affordable housing, homeless prevention services, landlord/tenant disputes rental assistance, and emergency housing needs.
Dollar Amount and Fiscal Impact	CDBG Funds FY2015(grant).....\$ 135,000 CDBG Funds FY2016(grant).....\$ 135,000 Total Project Budget:.....\$ 270,000
Funding Source	U.S. Department of Housing and Urban Development Community Development Block Grant (CDBG) funds
Safety Impact	Program services assist people with finding safe and affordable housing options.
Duration	July 1, 2015 to June 30, 2017
Previous Board Action	The 2015 and 2016 CDBG projects that was reviewed on April 9, 2015 and approved by the Board of County Commissioners on April 30, 2015.
Contact Person	Chuck Robbins, Community Development Director – (503) 655-8591
Contract No.	H3S 7330

BACKGROUND:

The Housing and Community Development Division of the Health, Housing and Human Services Department request the approval of an Interagency Agreement with the Social Services Division (SSD). SSD has been operating a Housing Rights and Resources fair housing program for the last 10 years. SSD applied for continued funding through the Community Development application process. SSD Housing Rights and Resources program staff assist over 2,000 people per year with housing information and referral. The program also works with the Fair Housing Council of Oregon and Legal Aid Services of Oregon to promote fair housing and conduct landlord and tenant training on the fair housing laws.

The Interagency Agreement was reviewed and approved by County Counsel on June 22, 2015.

RECOMMENDATION:

Staff recommends the Board approval of this Interagency Agreement and authorizes Richard Swift, H3S Interim Director to sign on behalf of Clackamas County.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'R. Swift', written over a faint, illegible stamp or watermark.

Richard Swift, Interim Director

**INTERAGENCY AGREEMENT
BETWEEN**

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

AND

**CLACKAMAS COUNTY DEPARTMENT OF
HEALTH, HOUSING AND HUMAN SERVICES
SOCIAL SERVICES DIVISION**

I. Purpose

- A. This Agreement provides the basis for a cooperative working relationship between Clackamas County Community Development Division, herein referred to as CDD, and Clackamas County Social Services Division, herein referred to as SSD, with the common goal of providing comprehensive **Housing Rights and Resources** program (Fair Housing) services to low- and moderate-income persons residing or wishing to reside in Clackamas County.

II. Scope of Cooperation

- A. Under this agreement, the responsibilities of SSD shall be as follows:
1. SSD agrees to provide staff and materials necessary for the operation of a Housing Rights and Resources Program, which is described in detail in Attachment A of this Agreement and is summarized as a comprehensive program of services that includes the following:
 - a. Administration and planning;
 - b. Program outreach;
 - c. Information and referral;
 - d. Training on Fair Housing practices for housing-related professions;
 - e. Testing of targeted properties based on specific complaints;
 - f. Systems Advocacy and;
 - g. Contracting with outside counsel for legal services.
 2. SSD agrees to prepare and submit to CDD, on a quarterly basis progress, reports that detail the activities of the Fair Housing Program and an annual summary report. Reports will be a combination of HMIS data and project narratives. See Attachment B.
 3. SSD 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 CDD will be as follows:
1. CDD agrees to provide and administer available FY 2015 and FY 2016 Community Development Block Grant (CDBG) funds granted by the U.S. Department of Housing and Urban Development (HUD) to finance the fair housing program.
 2. CDD will monitor the performance of the SSD against goals and performance standards required herein. Substandard performance as determined by the CDD will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the SSD within ten (10) days after being notified by the CDD, Agreement termination and all funding will end. SSD must return any unused funds promptly.
 3. CDD agrees to conduct necessary environmental reviews described in 570.604 of the CDBG regulations for compliance with requirements of the CDBG program.

III. Compensation

- A. CDD agrees to pay SSD an amount not to exceed \$135,000 annually for each of the two (2) years of FY FY 2015 and FY 2016 Community Development Block Grant (CDBG) funds for the services outlined in part II.A. The obligations of CDD are expressly subject to CDD receiving funds from HUD, and in no event shall CDD's financial contribution exceed the amount finally granted, released and approved by HUD.
- B. SSD agrees to match the CDBG funding with at least 20% of the program budget and report those matching funds annually in the attached report (See Attachment D).
- C. In the event the amount of CDBG funds granted by HUD in the subsequent fiscal years is less than the amount budgeted in the Community Development 2-Year Funding Recommendations, CDD and SSD shall jointly determine the effectiveness of the PROJECT in meeting its program objectives within the reduced funding limits, and will make the necessary operational adjustments.
- D. Interim payments shall be made on requests for payment submitted to CDD on a quarterly basis. Payment requests must detail the PROJECT expenditures for allowable costs incurred during that quarter, pursuant to 24 CFR 85 and OMB Circular A-87 (effective 6/9/2004). All requests for payment are subject to the approval of CDD and shall be submitted to:

Mark Sirois, Project Coordinator
Clackamas County Community Development Division
2051 Kaen Road
Oregon City, OR 97045

IV. Liaison Responsibility

A. Erika Silver will act as liaison from SSD. Mark Sirois will act as liaison from CDD.

V. Special Requirements

A. **Assignment and Subcontracting.** SSD shall undertake the work outlined in Attachment A and shall only assign portions of the work with written approval from CDD and in accordance with Local Contract Review Board Rules.

B. Conflict of Interest.

1. Interest of Officers, Employees, or Agents. No officer, employee, or agent of CDD or SSD 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 SSD 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.** SSD 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.** SSD 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. **Non-substitution for Local Funding.** The CDBG funding made available under this Agreement shall not be utilized by SSD to reduce substantially the amount of local

financial support for fair housing counseling and referral activities below the level of such support prior to the availability of funds under this Agreement.

- F. **Public Information.** CDD and SSD 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 SSD shall include information identifying the source of funds as the Clackamas County CDBG program.
- G. **Evaluation.** SSD agrees to participate with CDD in any evaluation project or performance report, as designed by the CDD or the appropriate Federal department, and to make available all information required by any such evaluations process.
- H. **Audits and Inspections.** SSD will insure that CDD, 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. SSD 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.
- I. **Record and Fiscal Control System.** SSD 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 three (3) 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.
- J. **Citizen Participation.** SSD shall compile and maintain records including narratives or other documentation describing the process used to inform citizens concerning the program.
- K. **Equal Opportunity.** SSD shall maintain and provide to CDD 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

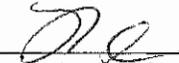
- A. This Agreement becomes effective when it is signed by both Parties.
 - B. The term of this Agreement is a period beginning July 1, 2015 and ending June 30, 2017.
 - C. This Agreement may be suspended or terminated prior to the expiration of its term by:
 - 1. Written notice provided to CDD from SSD before any materials or services for improvements are procured, or;
 - 2. Written notice provided by CDD in accordance with 24 CFR 85.43, included as Attachment C, resulting from material failure by SSD to comply with any term of this Agreement, or;
 - 3. Mutual agreement by CDD and SSD in accordance with 24 CFR 85.44.
 - E. Upon termination of this Agreement, any unexpended balances of CDBG funds shall remain with CDD.
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**CLACKAMAS COUNTY
COMMUNITY DEVELOPMENT DIVISION**

**CLACKAMAS COUNTY
SOCIAL SERVICES DIVISION**



Chuck Robbins, Director



Brenda Durbin, Director

Date 7/27/15

Date 7.27.15

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