Health, Housing & Human Services
CLACKAMAS COUNTY

Richard Swift
Director

July 21, 2016

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of U.S. Department of Housing and Urban Development (HUD) Continuum of Care (CoC) – Planning Grant Agreement for planning activities associated with the CoC

Purpose/Outcomes	Renewal of a federal grant to planning support homeless programs and services in Clackamas County.
Dollar Amount and Fiscal Impact	Total CoC funds for this grant agreement is $50,884. No County General Funds are involved.
Funding Source	The fund source is the HUD Continuum of Care Grant award from the US Department of Housing and Urban Development (HUD). No County General Funds are involved.
Duration	The term of this grant agreement is 1 year, beginning July 1, 2016 and ending June 30, 2017.
Previous Board Action/Review	The Board gave approval to apply for these funds on June 11, 2015.
Strategic Plan Alignment	Provide sustainable and affordable housing. Ensure safe, healthy and secure communities.
Contact Person	Abby Ahern, Housing & Community Development Division, 503-650-5663.
Contract No.	H3S 7835

BACKGROUND:
The Housing and Community Development Division of the Health, Housing and Human Services Department requests the approval of a Continuum of Care (CoC) agreement with HUD for planning activities associated with the CoC. The CoC is a group of individuals and organizations with the common purpose of planning and implementing a housing and services system for people who are homeless. CoC members identify and advocate for the needs of people who are homeless and develop short and long term plans to mitigate homelessness in Clackamas County.

CoC planning activities include preparing, planning and designing the continuum's annual application to HUD for homeless services, participating in the Consolidated Plan process, evaluating the outcomes of CoC projects and monitoring recipients of CoC funds for compliance with program requirements.

RECOMMENDATION:
Staff recommends Board approval of the CoC Planning Grant Agreement with HUD and authorization for Richard Swift, H3S Director to sign on behalf of Clackamas County.

Respectfully submitted,

Richard Swift, Director
Health, Housing and Human Services

Tax ID No.: 936002286
CoC Program Grant Number: OR0211L0E071500 (Planning FY2015)
Effective Date: June 24, 2016
DUNS No.: 096992656

CONTINUUM OF CARE PROGRAM
Grant Agreement

This Grant Agreement ("this Agreement") is made by and between the United States Department of Housing and Urban Development ("HUD") and Clackamas County (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 those projects listed, and only in the amounts listed on a Scope of Work exhibit, 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.

Exhibit 1, the FY2015 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 one or more projects listed on Exhibit 1 for renewal, then additional Scope of Work exhibits may be attached to this Agreement. Those additional exhibits, 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 of Work exhibit(s) 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 *e*LOCCS, 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 exhibit without Recipient signature, after the operating start date is established in *e*LOCCS.

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, it 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 disbursal 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 HUD is otherwise advised in writing. 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).

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, Community Planning and Development
(Typed Name and Title)

June 24, 2016
(Date)

RECIPIENT

Clackamas County
(Name of Organization)

BY: _____
(Signature of Authorized Official)

_____
(Typed Name and Title of Authorized Official)

_____
(Date)