

August 11, 2016

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Grant Agreement from the
U.S. Department of Housing and Urban Development (HUD),
Supportive Housing Program for the Housing Our Heroes Project

Purpose/Outcomes	This is a new grant from HUD for the purpose of providing permanent housing and services for the homeless. Veterans and others who have served in the military are the priority. People with no military service will be served only in the unlikely event that sufficient eligible veterans cannot be enrolled in the project.
Dollar Amount and Fiscal Impact	\$270,357 revenue
Funding Source	HUD CFDA # 14.267 The grant requires a 25% match or in-kind contribution which will be met with County General Funds designated for homeless veterans rapid re-housing and landlord outreach.
Duration	July 13, 2016 through June 30, 2017
Previous Board Action	None
Strategic Plan Alignment	1. This funding aligns with H3S's strategic priority to increase self-sufficiency for our clients. 2. This funding aligns with the County's strategic priority to ensure safe, healthy and secure communities.
Contact Person	Brenda Durbin, Director, Social Services Division – (503)655-8641
Contract No.	7905

Background:

Social Services Division of the Health, Housing & Human Services Department requests the approval of a grant from the U.S. Department of Housing and Urban Development, Supportive Housing Program for the Housing Our Heroes Project to provide permanent housing and services for homeless veterans.

This program will provide housing assistance, supportive services, and case management to chronically homeless households with at least one person who has served in the military. These funds provide the Social Services Division resources to procure permanent housing through the payment of deposits and rental assistance. Up to 18 households will be assisted annually.

The value of this grant agreement is \$270,357. The agreement is effective July 13, 2016 through June 30, 2017. This agreement was reviewed and approved by County Counsel on July 27, 2016.

Recommendation:

Staff recommends the approval of this agreement and that Richard Swift, Director of Health, Housing, and Human Services be authorized to sign all documents necessary on behalf of the Board of Commissioners.

Respectfully submitted,

Richard Swift, Director
Health, Housing & Human Services

Healthy Families. Strong Communities.

2051 Kaen Road, Oregon City, OR 97045 • Phone (503) 650-5697 • Fax (503) 655-8677

www.clackamas.us



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

Tax ID No.: 93-6002286
CoC Program Grant Number: OR0217L0E071500
Effective Date: 7/13/2016
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 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 Regulation.

The Application is incorporated herein as part of this Agreement, except that only the project listed, and only in the amount listed on the 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 appropriations are 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 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 exhibit 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 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)

Douglas Carlson, Director
(Typed Name and Title)

July 13, 2016
(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: OR0217L0E071500
Effective Date: 7/13/2016
DUNS No.: 096992656

EXHIBIT 1
SCOPE OF WORK for FY2015 COMPETITION

1. The project listed on this Scope of Work is governed by the Continuum of Care program Interim Rule attached hereto and made a part hereof as Exhibit 1a. Upon publication for effect of a Final Rule for the Continuum of Care program, the Final Rule will govern this Agreement instead of the Interim Rule. The project listed on this Exhibit at 4 below, is also subject to the terms of the Notice of Funds Availability for the fiscal year listed above.
2. The Continuum that designated Recipient to apply for grant funds (has/has not) been designated a high performing community by HUD for the applicable fiscal year.
3. Recipient is not the only Recipient for the Continuum of Care. HUD’s total funding obligation for this grant and project is \$__270357__, allocated between budget line items, as indicated in 4. below.
4. HUD agrees, subject to the terms of this Agreement, to provide the Grant funds for the project application listed below in the amount specified below to be used during the performance period established below. However, no funds for new projects may be drawn down by Recipient until HUD has approved site control pursuant to the Rule 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.

Project No.	Performance Period
OR0217L0E071500	

Allocated between budget line items as follows:

a. Continuum of Care planning activities	\$ 0
b. UFA costs	\$ 0
c. Acquisition	\$ 0
d. Rehabilitation	\$ 0
e. New construction	\$ 0
f. Leasing	\$ 0
g. Rental assistance	\$ 178896
h. Supportive services	\$ 68353
i. Operating costs	\$ 0
j. Homeless Management Information System	\$ 0
k. Administrative costs	\$ 23108

In accordance with the Rule, Recipient is prohibited from moving more than 10% from one budget line item in a project's approved budget to another without written amendment to this Agreement.

5. If grant funds will be used for payment of indirect costs, pursuant to 2 CFR 200, Subpart E - Cost Principles, the Recipient is authorized to insert the Recipient's federally recognized indirect cost rates (including if the de minimis rate is charged per 2 CFR §200.414) 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. Do not include indirect cost rates for Subrecipients, however, Subrecipients may not charge indirect costs to the grant if they do not also have a federally recognized indirect cost rate.
6. The project has/has not been awarded project-based rental assistance for a term of fifteen (15) years. Funding is provided under this Scope of Work for the performance period stated in paragraph 4. Additional funding is subject to the availability of annual appropriations.
7. Program income earned during the grant term shall be retained and may either be 1) added to funds committed to the project by HUD and the recipient and used for eligible activities; or 2) used as match.

Tax ID No.: 93-6002286
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FEDERALLY RECOGNIZED INDIRECT COST RATE SCHEDULE

<u>Grant No.</u>	<u>Recipient Name</u>	<u>Indirect cost rate</u>	<u>Cost Base</u>
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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)

Douglas Carlson, Director
(Typed Name and Title)

July 13, 2016
(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)