

T. B. C. L.

Memorandum Date: July 30, 2008
Order Date: August 20, 2008

TO: Board of County Commissioners

DEPARTMENT: Health & Human Services

PRESENTED BY: Rob Rockstroh



AGENDA ITEM TITLE: ORDER/ _____ IN THE MATTER OF APPROVING THE INTERGOVERNMENTAL AGREEMENT WITH THE CITIES OF EUGENE AND SPRINGFIELD IN THE AMOUNT OF \$2,120,147.

I. MOTION

In The Matter of Approving the Intergovernmental Agreement with the Cities of Eugene and Springfield in the Amount of \$2,120,147.

II. DISCUSSION

A. Background / Analysis

Lane County, the City of Eugene and the City of Springfield have determined that it is in their best mutual interest to manage the funding of human services as a consortium under the direction of an intergovernmental committee, the Human Services Commission. Lane County Health & Human Services (H&HS) Department is responsible for the administration and management of the human services programs.

This consolidation approach has allowed participating governments to avoid creating duplicate contracting systems for social services and provides for coordinated planning, monitoring, and evaluation of social service activities.

The H&HS Human Services Commission (HSC) program combines the consortium funds with federal, state, and local resources to contract for services with local agencies through an open, competitive process.

Services contained in the 2008-09 Human Services Commission budget are supported with revenue included within this intergovernmental agreement Exhibit B. Payments from the cities will begin upon execution of this agreement.

B. Recommendation

The Department of H&HS recommends approval of the intergovernmental agreement with the cities of Eugene and Springfield in the amount of \$2,120,147; and delegating signature authority to the County Administrator.

III. ATTACHMENTS

Board Order
Intergovernmental Agreement

THE BOARD OF COUNTY COMMISSIONERS, LANE COUNTY, OREGON

ORDER:) IN THE MATTER OF APPROVING THE INTERGOVERNMENTAL
) AGREEMENT WITH THE CITIES OF EUGENE AND SPRINGFIELD
) IN THE AMOUNT OF \$2,120,147.

WHEREAS, Lane County recognizes the value of providing social and community action programs to aid in public welfare; and

WHEREAS, duplication of social and community action services are decreased through intergovernmental cooperation; and

WHEREAS, the Health & Human Service, Human Services Commission program was developed to enhance cooperation and fairness in the distribution of service funds; and

WHEREAS, an intergovernmental committee developed program and allocation plans for the 08/09 fiscal year to distribute to public and non-profit agencies the funds allocated by Lane County, the City of Eugene and the City of Springfield; and

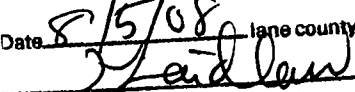
WHEREAS, a competitive process was conducted to bid-out the services contained within the service plan.

NOW THEREFORE, IT IS HEREBY ORDERED, that Lane County approve an Intergovernmental Agreement between Lane County and the cities of Eugene and Springfield for fiscal year 08/09 in the amount of \$2,120,147; and

IT IS FURTHER ORDERED, that Lane County delegate authority to the County Administrator to sign the fiscal year 08/09 Intergovernmental Agreement in substantial conformity with Attachment A, which represents funding for fiscal year 08/09 in the Department of Health & Human Services.

DATED this ____ day of August, 2008.

Faye Stewart, Chair
Lane County Board Of Commissioners

APPROVED AS TO FORM
Date 8/5/08 lane county

OFFICE OF LEGAL COUNSEL

**INTERGOVERNMENTAL AGREEMENT
FOR HUMAN SERVICES
Agreement #12601**

THIS CONTRACT is made and entered into by LANE COUNTY, a political subdivision of the State of Oregon, hereinafter referred to as COUNTY, and the CITY OF EUGENE and the CITY OF SPRINGFIELD, municipal corporations of the State of Oregon, hereinafter referred to as EUGENE and SPRINGFIELD, respectively.

WHEREAS, ORS 190.010 provides that units of local government may enter into agreements for the performance of any and or all functions and activities that a party to the agreement, its officers or agencies, have authority to perform; and

WHEREAS, COUNTY, EUGENE, and SPRINGFIELD have determined that it is in their best mutual interest to manage the funding of the human services as a consortium under the direction of an intergovernmental committee, hereinafter referred to as the Human Services Commission, and under the administration of the COUNTY Department of Health & Human Services; and

WHEREAS, the COUNTY, EUGENE, and SPRINGFIELD are agreeable to the terms and conditions hereinafter set forth governing the provision of specified services;

The total amount of funds to be paid to the COUNTY for the period of the contract is identified as follows:

Funds Paid by Eugene and Springfield (FY 08-09)		
Funding Source	Funding Amount	Account Number
City of Eugene General Fund	\$9,044	455120-285-3427023
City of Eugene General Fund	\$8,378	455120-285-3427024
City of Eugene General Fund	\$6,509	455120-285-3427027
City of Eugene General Fund	\$1,049,939	455120-285-3427030
City of Eugene General Fund	\$305,055	455120-285-3427033
City of Eugene General Fund	\$69,875	455120-285-3427070
City of Eugene General Fund	\$82,200	455120-285-3427080
City of Eugene Community Development Block Grant	\$350,000	455120-285-3427032
City of Springfield General Fund	\$9,044	455160-285-3427023
City of Springfield General Fund	\$8,378	455160-285-3427024
City of Springfield General Fund	\$6,509	455160-285-3427027
City of Springfield General Fund	\$84,295	455160-285-3427030
City of Springfield General Fund	\$10,054	455160-285-3427033
City of Springfield General Fund	\$30,114	455160-285-3427070
City of Springfield Community Development Block Grant	\$90,753	455160-285-3427032
TOTALS	\$2,120,147	

INTERGOVERNMENTAL AGREEMENT FOR HUMAN SERVICES

THIS AGREEMENT is made and entered into by and between LANE COUNTY, a political subdivision of the State of Oregon, hereinafter referred to as COUNTY and the CITY OF EUGENE and the CITY OF SPRINGFIELD, municipal corporations of the State of Oregon, hereinafter referred to as EUGENE and SPRINGFIELD, respectively.

RECITALS

1. ORS 190.010 provides that units of local government may enter into agreements for the performance of any and or all functions and activities that a party to the agreement, its officers or agencies, have authority to perform; and
2. COUNTY, EUGENE and SPRINGFIELD have determined that it is in their best mutual interest to manage the funding of human services as a consortium under the direction of an intergovernmental committee, hereinafter referred to as the Human Services Commission, and under the administration of the COUNTY Department of Health and Human Services; and
3. COUNTY, EUGENE and SPRINGFIELD participate in a human services consortium to minimize duplication of effort, maximize intergovernmental cooperation, and minimize related administrative expenses; and.
4. COUNTY, EUGENE and SPRINGFIELD are eligible to accept grants for human services from the State and Federal governments and to contribute grant revenues to the Human Services Commission Fund for service agreements with public and nonprofit human service providers; and
5. The Human Services Commission developed human service budgets and plans for the period beginning July 1, 2008 and ending June 30, 2009 to enter into service agreements with public and non-profit agencies with the funds allocated by the COUNTY, EUGENE and SPRINGFIELD; and
6. Request for Proposals for human services and subsequent contracts were written for the period beginning July 1, and ending June 30, 2009; and
7. The City Councils of EUGENE and SPRINGFIELD and the Board of Commissioners of LANE COUNTY, upon making a determination of the need for human services, did authorize a total appropriation of **\$10,930,808** for the Human Services Commission Fund for services and local administration during the fiscal year ending June 30, 2009.

AGREEMENTS

NOW, THEREFORE, in and for consideration of the mutual covenants and conditions herein contained to be faithfully performed and kept by COUNTY, EUGENE and SPRINGFIELD, the said parties do mutually agree as follows:

I. OVERSIGHT AND MANAGEMENT

A. Human Services Commission

An Intergovernmental Committee, hereinafter referred to as Human Services Commission (HSC), is designated as the oversight committee for administration of the human services activities, resources, funds and projects. The Human Services Commission provides leadership for the EUGENE and SPRINGFIELD City Councils and the COUNTY Board of Commissioners on all matters concerning human services policy, planning and funding as outlined in Exhibit C-1 attached to this agreement and incorporated herein by reference.

B. Community Action Advisory Board

The COUNTY has designated the Community Action Advisory Committee, established as the administering board for the County's Community Action Program in accordance with ORS 458.505, to additionally serve as the Human Services Commission's advisory board for regional human services policy, planning and funding allocations. It also serves as the local planning board for federal homeless housing assistance activities, under the federal Stewart B. McKinney Homeless Housing Act of 1987, and subsequent federal reorganizations. The Community Action Advisory Board subcommittees review allocation and program policies, planning and evaluation, and communications and make recommendations on the strategic direction of human services in Lane County. The COUNTY selects members to serve as the Community Action Advisory Committee meeting federal and state guidelines for committee composition.

C. Subrecipient and Designated Applicant

EUGENE and SPRINGFIELD designate COUNTY as the subrecipient responsible for administration of their federal Community Development Block Grant - Human Services - public service program, also referred to as Human Services Commission program; and as designated applicant for federal homeless housing assistance under the federal Stewart B. McKinney Homeless Housing Act of 1987, and subsequent federal reorganizations.

The subrecipient and/or designated applicant will administer all tasks in connection with fore said program in compliance with applicable regulations governing use of these funds, and in a manner satisfactory to EUGENE and SPRINGFIELD.

D. General Administration

COUNTY's Department of Health and Human Services shall be responsible for the general administration and management of the human services program including service planning and monitoring and evaluation of contracted services as described in Exhibit C-2, attached hereto, and by this reference incorporated herein.

II. FINANCIAL PARTICIPATION AND ACCOUNTABILITY

A. Funding

COUNTY agrees to participate in funding for services in the amount of **\$386,807**. Additionally, the COUNTY will use private, local, state and federal funds in the amount of **\$7,208,156** to support services, which includes carryover funds in the amount of **\$663,610**.

EUGENE agrees to participate in the funding of services in the amount **\$1,015,000** from its general fund and **\$350,000** from Community Development Block Grant funds (CDBG).

SPRINGFIELD agrees to participate in funding for services in the amount of **\$128,394** from its general fund and **\$90,753** from Community Development Block Grant funds (CDBG).

Part of the total budget of **\$10,930,808** includes an intrafund transfer of **\$552,088**, which is not additional revenue. Said funds are to be expended in the amounts as shown on the Human Services Commission Budget Exhibit A attached to this agreement and incorporated herein by reference.

In addition to the contributions contained within the above paragraph, EUGENE and SPRINGFIELD have allocated additional funding to the HSC service plan for fiscal year 2008-2009. The additional funding has been incorporated into the HSC budget attached as Exhibit A. The contributions from the three jurisdictions are outlined in Exhibit B attached hereto, and by this reference incorporated herein:

- SPRINGFIELD is contributing a general fund allocation of **\$20,000** to the COUNTY Veteran's Services Office.
- EUGENE Department of Public Safety is contributing **\$36,000** for purchasing one bed for providing 36 runaway and homeless youth with 204 days of shelter and 255 hours of case management services.
- EUGENE is contributing a general fund allocation of **\$70,000** to the COUNTY Safe & Sound project approved for a period of three years, through fiscal year 2008-2009, to provide behavioral health services for homeless and runaway youth.
- EUGENE is contributing an additional general fund allocation of **\$160,000** to the COUNTY Safe & Sound project, approved for a period of five years, through fiscal year 2010-2011 to cover shortfalls for existing services and for new services as follows:
 - 1) Host Homes program for homeless and runaway youth provided by Looking Glass Station 7.
 - 2) Day access services for homeless and runaway youth provided by Looking Glass Station 7.
- EUGENE is contributing a general fund allocation of **\$100,000** to homeless services as follows:
 - 1) \$50,000 for homeless prevention rental assistance to be coordinated by

ShelterCare, Inc.

2) \$50,000 for day access services provided by St. Vincent de Paul's First Place Family Center (\$15,000) and Eugene Service Station (\$35,000).

- EUGENE is contributing a general fund allocation of **\$150,000** for a Cost of Doing Business adjustment for the non-profit contracted programs located in Eugene.

B. Disbursement of Resources & Payments

1. Based upon revenue contributions specified in Exhibit B, and subject to availability of funds, disbursements to the various service providers shall be made by COUNTY pursuant to provisions of the various contractual agreements between each respective service provider and COUNTY. Monthly installments will be made in advance, unless otherwise specified, at the beginning of each month. Services are assigned to appropriate revenue sources and the funds will be allocated as described in Exhibit A.
2. It is agreed that the following procedure shall apply to transfer of payments from COUNTY, EUGENE and SPRINGFIELD to the Intergovernmental Human Services Commission fund:
 - a. Payments will be made in advance on a quarterly basis (July 1, October 1, January 1, and April 1) equaling one-fourth of each participating government's General Fund contribution as specified in Exhibit B. If payments are not received as scheduled, COUNTY will withhold payments from service providers.
 - b. At the commencement of this Agreement, each participating government will transfer, or pay into the Human Services Commission fund, their first General Fund quarterly payment.
 - c. It is agreed that payments of Community Development Block Grant revenues in support of services listed on Exhibit A shall be made to COUNTY upon receipt of itemized monthly billings from COUNTY and as further described in Exhibit D and E.
 - d. The parties agree to budgeted expenses for the administration of the Human Services Commission program to be paid from state and federal grants and jurisdictional general funds in the amount of **\$552,088**.
 - e. The provisions of this contract are contingent upon the appropriation of funds by COUNTY, EUGENE and SPRINGFIELD. If funds are not appropriated or any party subsequently amends the annual appropriations, the provisions of this contract shall thereupon become void at the option of COUNTY, EUGENE or SPRINGFIELD, or subject to amendment. The funding provisions of this section shall be incorporated into all agreements with nonprofit agencies.

III. DURATION OF AGREEMENT

Term

The term of this Agreement is from July 1, 2008 to June 30, 2009. The parties recognize the funding described in Exhibit A is for one year. This agreement may be subsequently amended for up to three years, by agreement of the parties, to implement the services that will be planned and budgeted for subsequent fiscal years during the term of this agreement. This agreement may not be modified or amended except by written agreement of all the parties.

GENERAL PROVISIONS

IV. INDEMNIFICATION

To the extent allowed by the Oregon Constitution and the Oregon Tort Claims Act, each of the parties hereto agrees to defend, indemnify, and save the other harmless from and against any claims, suits, actions, losses, damages, liabilities, costs and expenses resulting from or arising out of any error, omission, failure to perform or act of negligence on the part of the indemnifying party, its officers, agents, or employees in the performance of this agreement.

V. TERMINATION

All or part of this Agreement may be terminated by written notice and the written consent of all other parties within 30 days after delivery of the notice of termination. Termination is effective 90 days after delivery, and obligation for costs shall end on said date. If EUGENE or SPRINGFIELD initiates the termination, payment of costs actually and normally incurred to the date of termination shall be paid to the COUNTY. In the event of such a termination, COUNTY has no obligation to provide reimbursement to the various recipient social service agencies beyond the termination date.

VI. SPECIAL REQUIREMENTS

County will utilize federal Community Development Block Grant Funds in accordance with the regulations in Exhibit D and E.

VII. SUB AGREEMENTS

Any party to this agreement may enter into addendum agreements for additional services with the COUNTY. All provisions of this agreement apply to sub agreements. COUNTY and EUGENE or SPRINGFIELD may enter into sub agreements for additional services without a signature from the non-contributing city.

EXHIBIT B

INTERGOVERNMENTAL AGREEMENT FUNDING SOURCES PROPOSED FY 08/09

LANE COUNTY

CONTRIBUTION

General Fund Contribution	386,807
State and Federal Funds	6,316,594
Private/Local Contributions	891,562
Carry Forward Funds	663,610

Subtotal \$ 8,258,573

CITY OF EUGENE

General Fund Contribution	1,015,000
General Fund Contribution to Service Contract Increases	150,000
General Fund Contribution to Safe & Sound Project	230,000
General Fund Contribution to Homeless Services	100,000
Community Development Block Grant	350,000
Department of Public Safety to Looking Glass Station 7	36,000

Subtotal \$ 1,881,000

CITY OF SPRINGFIELD

General Fund Contribution	128,394
General Fund Contribution to Veterans Services Office	20,000
Community Development Block Grant	90,753

Subtotal \$ 239,147

Grand Total \$ 10,378,720

EXHIBIT C-1

Human Services Commission Activities for Human Services Program

The Human Services Commission provides coordination for the Eugene and Springfield City Councils and the Lane County Board of Commissioners on matters concerning human services policy, planning and funding, including:

- Pursues regional cooperation in the planning, funding and delivery of human services
- Engages in research and makes recommendations for regional partners' funding, planning, policy, programs and partnerships on emergent issues and concerns in the area of human services
- Develops recommendations on priorities for the allocation of regional resources to meet identified human needs
- Evaluates and makes recommendations on all submitted jurisdictional requests for funding of human services
- Develops and manages a variety of community resources to maximize the benefit on human needs
- Guides and maximizes the use of partners' resources in addressing major community issues and concerns
- Evaluates and reviews the performance of individual human service agencies
- Develops a regional plan for human service efforts supported by local government, ensuring community involvement
- Coordinates with other groups and human service planning agencies and organizations
- Reviews city-county actions which may affect the availability and quality of human service delivery in the county
- Encourages collaboration in seeking regional solutions to human service needs
- Encourages caring and action on human needs in the community by raising awareness

EXHIBIT C-2

Performance of Management Activities for Human Services Program

LANE COUNTY agrees to carry out the following activities in order to manage the Human Services Commission Program operations for the period July 1, 2008 through June 30, 2009.

I. Contract Monitoring

- A. Conduct quarterly monitoring of agency contracts compliance by reviewing minutes and financial statements.
- B. Conduct semiannual review of program progress reports.
- C. Review annual audits.
- D. Conduct biennial site visits to all subcontracted agencies.
- E. Provide technical assistance as needed to agencies in solving problems affecting their contract performance.

II. Accounting

- A. Set-up payment schedule for subcontractors.
- B. Track receipt of revenues from Eugene and Springfield and disbursements of the funds to subcontracted agencies.
- C. Bill cities of Eugene and Springfield.

III. General Management

- A. Prepare annual budget, monitor and adjust as necessary.
- B. Prepare annual program and fiscal reports for the Human Services Commission and all reports required by other funding agencies.
- C. Make records available to cities of Eugene and Springfield as requested.
- D. Conduct human services and homeless assistance planning process
- E. Perform resource development activities.
- F. Staff Human Services Commission, Community Action Advisory Committee and appropriate subcommittees.
- G. Coordinate program activities.
- H. Promote and maintain public relations with other community organizations and general public.

EXHIBIT D-1

**CITY OF EUGENE
COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT
REGULATIONS AND REQUIREMENTS**

County shall provide a process for allocating federal Housing and Community Development Block Grant (CDBG) funds to operate social service agencies serving very low-income and low-income persons in the city of Eugene. County shall, through their Human Services Commission (HSC) process, select agencies appropriate for funding. County Department of Health and Human Services (H&HS) shall provide ongoing administration and implementation of contracts with agencies for services at no charge to CDBG from July 1, 2008 through June 30, 2009. H&HS shall manage contracts, monitor, evaluate, and pay agencies directly for public services. Based on the terms and conditions set forth herein and in the following exhibits:

- Exhibit D-2 Client/Household Data Collection Sheet
- Exhibit D-3 Client/Household Data Report

1. County shall select agencies for funding with CDBG funds that either: 1) provide a new service or demonstrate a quantifiable increase in the service level provided in the prior twelve (12) months. This increase must be demonstrated using quantifiable "units of measure"; for example, "meals provided" or "nights of shelter". Once an agency has met one of these tests, the agency can continue to receive subsequent CDBG funding.
2. City shall review agency/County contracts, including but not limited to, agency Program Agreements (scope of work) and CDBG budgets, and shall verify CDBG eligibility of HSC selected agencies prior to County entering into contracts for CDBG funds.
3. County shall require that all contracts between County and CDBG funded agencies shall include a description/scope of work to be performed, a schedule for completing the work, and a budget. Contracts shall provide a separate description/scope (service indicators) and budget for services provided with CDBG funds. County shall require that items shall be in sufficient detail to provide a sound basis to effectively monitor performance under this contract.
4. County shall require that all services provided by CDBG funds must either serve Eugene residents of extremely low, very low or low-income directly or serve a Eugene area where at least 51% of the residents are extremely low, very low or low-income.

County shall direct agencies providing direct services to determine eligibility of clients/households according to the following HUD 2008 Family Monthly Income Guidelines for Eugene, Oregon.

Household Size	Extremely Low-income 30% of Area Median Income	Very Low-income 50% of Area Median Income	Low-income 80% of Area Median Income
1	\$971	\$1,621	\$2,592
2	\$1,108	\$1,850	\$2,958
3	\$1,250	\$2,083	\$3,329
4	\$1,388	\$2,313	\$3,700
5	\$1,500	\$2,496	\$3,995
6	\$1,608	\$2,683	\$4,292
7	\$1,721	\$2,867	\$4,588
8	\$1,833	\$3,054	\$4,884

5. County shall perform ongoing monitoring and site visits. County shall maintain documentation of agency services provided and payments received.

County shall require that agencies, which provide "direct" benefits, maintain documentation on unduplicated clients/households receiving services funded by CDBG. Documentation shall include information on residency, income, ethnic data, race, female head of household, and disability status. A sample client/household documentation collection sheet is attached as Exhibit D-2. Client/household information shall be compiled and submitted to the City quarterly, no later than the last day of the month following the end of the quarter. A sample client/household data report is attached as Exhibit D-3.

6. County shall require that any program income generated through County contracts using CDBG funds shall be committed to the CDBG funded project to advance eligible objectives.
7. The consideration City shall reimburse to County of CDBG funds shall not exceed \$350,000 for services provided by eligible social service agencies as detailed in attached Exhibit - A. County shall forward to City monthly agency service performance reports in conjunction with payment reimbursement requests based on actual expenses incurred by agencies in the performance of those services.
8. City will review performance reports and reimbursement requests for cost eligibility and appropriateness, based on the approved CDBG detailed budget in County/agency contracts. Reimbursement payment items must be properly documented and available for review. Should City determine agency services or reimbursement requests to be unacceptable, City shall withhold outstanding reimbursement payments until corrective action is completed. Should City determine any cost to be ineligible and/or inappropriate for CDBG funds, said cost shall not be reimbursed to County. Should City determine County to have materially failed to comply with any term of contract, City may suspend or terminate social services contract management responsibility of CDBG funded agencies.
9. County shall maintain records of its charges to City under this contract for a period of not less than three full fiscal years following County's completion of this contract. Upon reasonable advance notice, City or its authorized representatives may from time to time inspect, audit, and make copies of any of County's records that relate to this contract. If any audit by City discloses that payments to County were in excess of the amount to which County is entitled under this contract, County shall promptly pay to City the amount of such excess. If the excess is greater than 1% of the contract amount, County shall also reimburse City its reasonable costs incurred in performing the audit.
10. County shall comply, and shall require compliance by agencies selected for CDBG funding, with all applicable federal, state, and local laws, rules, ordinances, and regulations at all times and in the performance of the work.

County shall comply with the policies, guidelines, requirements, and standards of OMB Circular A-87, "Principles for Determining Costs Applicable to Grants and Contracts with State, Local, and Federally recognized Indian tribal Governments", OMB Circular A-128, "Audits of State and Local Governments" (implemented at 24 CFR Part 44) and, where applicable, sections of 24 CFR Part 85 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments".

County shall require compliance by social service agencies with the requirements and standards of OMB Circular A-122, "Cost Principles for Nonprofit Organizations" or OMB Circular A-21, "Cost Principles for Educational Institutions", OMB Circular A-133, "Audits of Institutions of Higher Education and other Nonprofit Organizations", and as applicable, Attachments to OMB Circular A-110, "Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations".

County shall comply, and shall require compliance by agencies selected for CDBG funding, with the requirements and standards of HUD Section 504 of the Rehabilitation Act of 1973 (as amended). As a

subrecipient of City CDBG program, County and CDBG funded agencies are designated as recipient organizations as it applies to Section 504 regulations.

County shall require that no person be excluded from participation in or be denied benefits of or be subjected to discrimination in any programs, activities, facilities, housing, or employment opportunities based on race, color, national origin, religion, sex, age, familial status, or handicap in accordance with P.L. 88-352 (Title VI), P.L. 90-284 (Title VIII), Executive Order (E.O.) 11063, as amended by E.O. 12259, Section 109 of the Act, E.O. 11246, as amended by E.O. 12086, and Section 3 of the Act.

11. County shall require access to County and contractor social service agency records and financial statements, as necessary, to provide effective monitoring and evaluation of program performance. Upon reasonable advance notice, City or its authorized representatives may from time to time inspect, audit, and make copies of any of County and/or CDBG funded social service agencies records that relate to this contract.

12. Should County select to fund public services provided by a religious organization, County shall require that the following conditions are met and terms incorporating these conditions are set out in an agreement between County and the providing agency.

If an Agency represents that it is, or may be deemed to be, a religious or denominational institution or organization, or an organization operated for religious purposes, which is supervised or controlled by, or in connection with a religious or denominational institution or organization, then Agency certifies that:

Agency agrees to provide public services in a manner free from religious influence;

Agency will not discriminate in employment practices based on religion;

Agency will not discriminate against program applicants based on religion;

Agency will not give preference to certain religions in the provision of housing and services;

Agency will provide no religious instructions while providing the public services;

Agency will not provide religious services or other forms of proselytizing while providing the public services; and

Agency will exert no other religious influence in providing housing or services.

Household Information

EXHIBIT D-2

Household Name:	Interviewer:	Agency:	Date:
Current Address:	Last Permanent Address:		
Phone #	Phone #		
Vehicle License #	Drivers License #		

Name:	F/M	Age	Social Security #	Veteran Yes No	Disabled Yes No	Education Level see key below:	List Name of School, if presently attending

Employer Name: _____ Work Phone Number: _____ Household Monthly Income: _____ Household Yearly Income: _____

Sources of Income (circle)	Employment Status (circle)	Family Resources (circle)	Housing (circle)	Family Issues (circle)
No Income AFDC SSI/SSD Social Security Pension General Assistance Unemployment Alimony/Child Support Veteran	Full Time (35+ hours) Part Time (17-34 hours) Irregular Migrant Farm Worker Seasonal Farm Worker Farmer Not Employed Temporary Work Study Unknown Farm Worker Status	Food Stamps Veterans Benefits Medical Card Health Insurance Work Study WIC Emergency Assistance with in last 12 months Energy Assistance Reduced School Meals	Own Rent Living with Others Homeless (on streets) Public Housing Shelter Motel Transitional Housing Residential Treatment Staying w/friends or family	Housing Discrimination Employment/Income Parenting Sexual Assault Physical Illness Abuse or Domestic Violence Substance Abuse Mental Health Legal

Please provide the following information for the HEAD OF HOUSEHOLD:

Ethnicity (circle one) Hispanic Non-Hispanic	Race of Head of Household (circle one) White Black/African American Asian Asian & White	Race of Head of Household (circle one) Am. Indian/Alaska Native Am. Indian/Alaska Native & White Am. Indian/Alaska Native & Black Native Hawaiian/Other Pac Islander Other racial combination	Household Type (circle one) Single Female Head of Household Single Male Head of Household 2-Parent Headed Household Single Person 2 Adults w/no children Unaccompanied Youth 17 or younger	Education Level Key A 0-8 B 9-12/non-grad C High School Grad/GED Teen D Non-HS Grad/GED Adult E 12+ Some Post Secondary F 2- or 4-year College Grad
-----------------------------------------------------------	------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

By signing this, I agree that the information provided here is accurate.

signature _____ date _____

Comments: _____

EXHIBIT D-3

CDBG INFORMATION - EUGENE

ONLY INCLUDE INDIVIDUALS & HOUSEHOLDS THAT DIRECTLY BENEFIT FROM CDBG FUNDING

Agency:
Program:
Contact:

Reporting Period:

Year: 2008-2009

NOTE: NUMBERS REPORTED FOR CDBG FUNDING ARE FOR THE FISCAL YEAR BEGINNING JULY 1 AND ENDING JUNE 30, THEREFORE, EACH JULY 1ST START OVER AT 0.

	Qtr 1	Qtr 2	Qtr 3	Qtr 4	YTD
Unduplicated Households					0
Unduplicated Individuals					0

RACE	ETHNICITY	Qtr 1	Qtr 2	Qtr 3	Qtr 4	YTD
White	Non Hispanic					0
	Hispanic					0
Black/African American	Non Hispanic					0
	Hispanic					0
Asian	Non Hispanic					0
	Hispanic					0
American Indian/Alaska Native	Non Hispanic					0
	Hispanic					0
Native Hawaiian/Other Pacific Islander	Non Hispanic					0
	Hispanic					0
American Indian/Alaska Native & White	Non Hispanic					0
	Hispanic					0
Asian & White	Non Hispanic					0
	Hispanic					0
Black/African American & White	Non Hispanic					0
	Hispanic					0
American Indian/Alaska Native & Black	Non Hispanic					0
	Hispanic					0
Other Racial Combination	Non Hispanic					0
	Hispanic					0
Total Race		0	0	0	0	0

INCOME	Qtr 1	Qtr 2	Qtr 3	Qtr 4	YTD
Income Level - Low -80%					0
Income Level - Very Low - 50%					0
Income Level - Extremely Low-30%					0
Total Income Level	0	0	0	0	0

OTHER	Qtr 1	Qtr 2	Qtr 3	Qtr 4	YTD
Disabled					0
Female Head of Household					0

EXHIBIT E-1

**CITY OF SPRINGFIELD
COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT
REGULATIONS AND REQUIREMENTS**

County shall provide a process for allocating federal Housing and Community Development Block Grant (CDBG) funds to operate social service agencies serving very low-income and low-income persons in the city of Springfield. County shall, through their Human Services Commission (HSC) process, select agencies appropriate for funding. County Department of Health and Human Services (H&HS) shall provide ongoing administration and implementation of contracts with agencies for services at no charge to CDBG from July 1, 2008 through June 30, 2009. H&HS shall manage contracts, monitor, evaluate, and pay agencies directly for public services. Based on the terms and conditions set forth herein and in the following exhibits:

- Exhibit E-2 Client/Household Data Collection Sheet
- Exhibit E-3 Client/Household Data Report

1. County shall select agencies for funding with CDBG funds that either: 1) provide a new service or demonstrate a quantifiable increase in the service level provided in the prior twelve (12) months. This increase must be demonstrated using quantifiable "units of measure"; for example, "meals provided" or "nights of shelter". Once an agency has met one of these tests, the agency can continue to receive subsequent CDBG funding.
2. City shall review agency/County contracts, including but not limited to, agency Program Agreements (scope of work) and CDBG budgets, and shall verify CDBG eligibility of HSC selected agencies prior to County entering into contracts for CDBG funds.
3. County shall require that all contracts between County and CDBG funded agencies shall include a description/scope of work to be performed, a schedule for completing the work, and a budget. Contracts shall provide a separate description/scope (service indicators) and budget for services provided with CDBG funds. County shall require that items shall be in sufficient detail to provide a sound basis to effectively monitor performance under this contract.
4. County shall require that all services provided by CDBG funds must either serve Springfield residents of extremely low, very low or low-income directly or serve a Springfield area where at least 51% of the residents are extremely low, very low or low-income.

County shall direct agencies providing direct services to determine eligibility of clients/households according to the following HUD 2008 Family Monthly Income Guidelines for Springfield, Oregon.

Household Size	Extremely Low-income 30% of Area Median Income	Very Low-income 50% of Area Median Income	Low-income 80% of Area Median Income
1	\$971	\$1,621	\$2,592
2	\$1,108	\$1,850	\$2,958
3	\$1,250	\$2,083	\$3,329
4	\$1,388	\$2,313	\$3,700
5	\$1,500	\$2,496	\$3,995
6	\$1,608	\$2,683	\$4,292
7	\$1,721	\$2,867	\$4,588
8	\$1,833	\$3,054	\$4,884

5. County shall perform ongoing monitoring and site visits. County shall maintain documentation of agency services provided and payments received.

County shall require that agencies, which provide "direct" benefits, maintain documentation on unduplicated clients/households receiving services funded by CDBG. Documentation shall include information on residency, income, ethnic data, race, female head of household, and disability status. . A sample client/household documentation collection sheet is attached as Exhibit E-2. Client/household information shall be compiled and submitted to the City quarterly, no later than the last day of the month following the end of the quarter. A sample client/household data report is attached as Exhibit E-3.

6. County shall require that any program income generate through County contracts using CDBG funds shall be committed to the CDBG funded project to advance eligible objectives.
7. The consideration City shall reimburse to County of CDBG funds shall not exceed \$90,753 for services provided by eligible social service agencies as detailed in attached Exhibit - A. County shall forward to City monthly agency service performance reports in conjunction with payment reimbursement requests based on actual expenses incurred by agencies in the performance of those services.
8. City will review performance reports and reimbursement requests for cost eligibility and appropriateness, based on the approved CDBG detailed budget in County/agency contracts. Reimbursement payment items must be properly documented and available for review. Should City determine agency services or reimbursement requests to be unacceptable, City shall withhold outstanding reimbursement payments until corrective action is completed. Should City determine any cost to be ineligible and/or inappropriate for CDBG funds, said cost shall not be reimbursed to County. Should City determine County to have materially failed to comply with any term of contract, City may suspend or terminate social services contract management responsibility of CDBG funded agencies.
9. County shall maintain records of its charges to City under this contract for a period of not less than three full fiscal years following County's completion of this contract. Upon reasonable advance notice, City or its authorized representatives may from time to time inspect, audit, and make copies of any of County's records that relate to this contract. If any audit by City discloses that payments to County were in excess of the amount to which County is entitled under this contract, County shall promptly pay to City the amount of such excess. If the excess is greater than 1% of the contract amount, County shall also reimburse City its reasonable costs incurred in performing the audit.
10. County shall comply, and shall require compliance by agencies selected for CDBG funding, with all applicable federal, state, and local laws, rules, ordinances, and regulations at all times and in the performance of the work.

County shall comply with the policies, guidelines, requirements, and standards of OMB Circular A-87, "Principles for Determining Costs Applicable to Grants and Contracts with State, Local, and Federally recognized Indian tribal Governments", OMB Circular A-128, "Audits of State and Local Governments" (implemented at 24 CFR Part 44) and, where applicable, sections of 24 CFR Part 85 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments".

County shall require compliance by social service agencies with the requirements and standards of OMB Circular A-122, "Cost Principles for Nonprofit Organizations" or OMB Circular A-21, "Cost Principles for Educational Institutions", OMB Circular A-133, "Audits of Institutions of Higher Education and other Nonprofit Organizations", and as applicable, Attachments to OMB Circular A-110, "Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations".

County shall comply, and shall require compliance by agencies selected for CDBG funding, with the requirements and standards of HUD Section 504 of the Rehabilitation Act of 1973 (as amended). As a

subrecipient of City CDBG program, County and CDBG funded agencies are designated as recipient organizations as it applies to Section 504 regulations.

County shall require that no person be excluded from participation in or be denied benefits of or be subjected to discrimination in any programs, activities, facilities, housing, or employment opportunities based on race, color, national origin, religion, sex, age, familial status, or handicap in accordance with P.L. 88-352 (Title VI), P.L. 90-284 (Title VIII), Executive Order (E.O.) 11063, as amended by E.O. 12259, Section 109 of the Act, E.O. 11246, as amended by E.O. 12086, and Section 3 of the Act.

11. County shall require access to County and contractor social service agency records and financial statements, as necessary, to provide effective monitoring and evaluation of program performance. Upon reasonable advance notice, City or its authorized representatives may from time to time inspect, audit, and make copies of any of County and/or CDBG funded social service agencies records that relate to this contract.
12. Should County select to fund public services provided by a religious organization, County shall require that the following conditions are met and terms incorporating these conditions are set out in an agreement between County and the providing agency.

If an Agency represents that it is, or may be deemed to be, a religious or denominational institution or organization, or an organization operated for religious purposes, which is supervised or controlled by, or in connection with a religious or denominational institution or organization, then Agency certifies that:

Agency agrees to provide public services in a manner free from religious influence;

Agency will not discriminate in employment practices based on religion;

Agency will not discriminate against program applicants based on religion;

Agency will not give preference to certain religions in the provision of housing and services;

Agency will provide no religious instructions while providing the public services;

Agency will not provide religious services or other forms of proselytizing while providing the public services; and

Agency will exert no other religious influence in providing housing or services.

Household Information

EXHIBIT E-2

Household Name:	Interviewer:	Agency:	Date:
Current Address:	Last Permanent Address:		
Phone #	Phone #		
Vehicle License #	Drivers License #		

Name:	F/M	Age	Social Security #	Veteran Yes No	Disabled Yes No	Education Level see key below:	List Name of School, if presently attending

Employer Name:	Work Phone Number:	Household Monthly Income:	Household Yearly Income:
----------------	--------------------	---------------------------	--------------------------

Sources of Income (circle)	Employment Status (circle)	Family Resources (circle)	Housing (circle)	Family Issues (circle)
No income AFDC SSI/SSD Social Security Pension General Assistance Unemployment Employment Alimony/Child Support Veteran	Full Time (35+ hours) Part Time (17-34 hours) Irregular Migrant Farm Worker Seasonal Farm Worker Farmer Not Employed Temporary Work Study Unknown Farm Worker Status	Food Stamps Veterans Benefits Medical Card Health Insurance Work Study WIC Emergency Assistance within last 12 months Energy Assistance Reduced School Meals	Own Rent Living with Others Homeless (on streets) Public Housing Shelter Motel Transitional Housing Residential Treatment Staying w/friends or family	Housing Discrimination Employment/Income Parenting Sexual Assault Physical Illness Abuse or Domestic Violence Substance Abuse Mental Health Legal

Please provide the following information for the **HEAD OF HOUSEHOLD**:

Ethnicity (circle one)	Race of Head of Household (circle one)	Household Type (circle one)	Education Level Key
White Hispanic Non-Hispanic	Am. Indian/Alaska Native Am. Indian/Alaska Native & White Am. Indian/Alaska Native & Black Native/Hawaiian/Other Pac Islander Other racial combination	Single Female Head of Household Single Male Head of Household 2-Parent Headed Household Single Person 2 Adults w/no children Unaccompanied Youth 17 or younger	A 0 - 8 B 9 - 12/non-grad C High School Grad/GED Teen D Non-HIS Grad/GED Adult E 12+ Some Post Secondary F 2- or 4-year College Grad

By signing this, I agree that the information provided here is accurate.

signature _____ date _____

Comments: _____

EXHIBIT E-3

CDBG INFORMATION - SPRINGFIELD

ONLY INCLUDE INDIVIDUALS & HOUSEHOLDS THAT DIRECTLY BENEFIT FROM CDBG FUNDING

Agency:
Program:
Contact:

Reporting Period:

Year: 2008-2009

NOTE: NUMBERS REPORTED FOR CDBG FUNDING ARE FOR THE FISCAL YEAR BEGINNING JULY 1 AND ENDING JUNE 30, THEREFORE, EACH JULY 1ST START OVER AT 0.

	Qtr 1	Qtr 2	Qtr 3	Qtr 4	YTD
Unduplicated Households					0
Unduplicated Individuals					0

RACE	ETHNICITY	Qtr 1	Qtr 2	Qtr 3	Qtr 4	YTD
White	Non Hispanic					0
	Hispanic					0
Black/African American	Non Hispanic					0
	Hispanic					0
Asian	Non Hispanic					0
	Hispanic					0
American Indian/Alaska Native	Non Hispanic					0
	Hispanic					0
Native Hawaiian/Other Pacific Islander	Non Hispanic					0
	Hispanic					0
American Indian/Alaska Native & White	Non Hispanic					0
	Hispanic					0
Asian & White	Non Hispanic					0
	Hispanic					0
Black/African American & White	Non Hispanic					0
	Hispanic					0
American Indian/Alaska Native & Black	Non Hispanic					0
	Hispanic					0
Other Racial Combination	Non Hispanic					0
	Hispanic					0
Total Race		0	0	0	0	0

INCOME	Qtr 1	Qtr 2	Qtr 3	Qtr 4	YTD
Income Level - Low -60%					0
Income Level - Very Low - 50%					0
Income Level - Extremely Low-30%					0
Total Income Level	0	0	0	0	0

OTHER	Qtr 1	Qtr 2	Qtr 3	Qtr 4	YTD
Disabled					0
Female Head of Household					0

