

W8C1

AGENDA COVER MEMO

AGENDA DATE: July 6, 2005
TO: BOARD OF COUNTY COMMISSIONERS
DEPARTMENT: Health & Human Services
PRESENTED BY: Steve Manela



AGENDA TITLE: ORDER _____ /IN THE MATTER OF ACCEPTING REVENUES IN THE AMOUNT OF \$1,700,544 FROM THE CITIES OF EUGENE AND SPRINGFIELD; AND TO APPROVE THE INTERGOVERNMENTAL AGREEMENT BETWEEN LANE COUNTY AND THE CITIES OF EUGENE AND SPRINGFIELD.

I. MOTION

Order _____ / In The Matter Of Accepting Revenues In The Amount Of \$1,700,544 From The Cities Of Eugene And Springfield; And To Approve The Intergovernmental Agreement Between Lane County And The Cities Of Eugene And Springfield.

II. ISSUE OR PROBLEM

Funding social services throughout Lane County requires accepting contributions from the cities of Eugene and Springfield. The attached Board Order allows Lane County to share the burden of providing some of its low-income citizens with assistance to meet their most basic needs.

III. DISCUSSION

A. Background

Through the Lane County Department of Health & Human Services (H&HS), local government provides a comprehensive and coordinated social service delivery system through contracted services. Through coordination, federal, state, and local resources become accessible to local service agencies. The management of the Human Services Commission program provided by H&HS ensures an open, competitive process for allocating the funds to social service agencies in the community.

The Human Services Commission program provides a means by which the cities of Eugene and Springfield participate in funding social service activities in

cooperation with Lane County. This 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 Human Services Commission recommends the services to be funded for two years beginning July 1, 2005 and ending June 30, 2007. Notice of available funding for FY 05-07 biennium was published in The Register Guard in June 2005. The Request for Proposals (RFP) process has been completed. The organizations listed in Attachment B were selected as a result of the RFP process. Attachment B represents funding for FY 2005/2006 and FY 2006/2007.

B. Analysis

The Department of Health & Human Services is responsible for the management and coordination of a variety of social service activities through the combined Human Services Commission program. The allocation plan for the program is funded with federal, state, and local social service revenues contributed by each jurisdiction.

C. Alternatives / Options

1. To accept revenues in the amount of \$1,700,544 from the cities of Eugene and Springfield; to approve an Intergovernmental Agreement between Lane County and the Cities of Eugene and Springfield; and to delegate authority to the County Administrator to sign the Intergovernmental Agreement and the subsequent two-year subcontracts.
2. If the Board chooses to not accept the revenues from the cities of Eugene and Springfield, services paid for with the revenues, provided for low income families in our community would cease to exist.

D. Recommendation

To accept item one above.

E. Timing

Upon approval, the Intergovernmental Agreement and subcontracts will be completed and forwarded for signature.

IV. IMPLEMENTATION

Upon the Board Order being signed, the Intergovernmental Agreement will be forwarded for signature, and the subcontracts will be completed and forwarded for signature.

V. ATTACHMENTS

Board Order

Attachment A - Intergovernmental Agreement

Attachment B - Human Services Commission Budget FY 05/06 and FY 06/07

I: \ Shared \ HSC Admin \ Nancy \ OLK8 \ Board Order IGA 05 07 Eug Springfield

THE BOARD OF COUNTY COMMISSIONERS, LANE COUNTY, OREGON

ORDER:) IN THE MATTER OF ACCEPTING REVENUES IN THE AMOUNT
) OF \$1,700,544 FROM THE CITIES OF EUGENE AND
) SPRINGFIELD; AND TO APPROVE THE INTERGOVERNMENTAL
) AGREEMENT BETWEEN LANE COUNTY AND THE CITIES OF
) EUGENE AND SPRINGFIELD.

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 Human Services Commission program was developed to enhance cooperation and fairness in the distribution of service funds; and

WHEREAS, an intergovernmental budget committee, policy committee, and planning committees developed program and allocation plans for the 05/07 biennium 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, an RFP process was conducted to bid-out the services contained within the service plan.

NOW, THEREFORE, IT IS HEREBY ORDERED, that Lane County accepts \$1,700,544 from the cities of Eugene and Springfield; and

IT IS FURTHER ORDERED, that Lane County approve an Intergovernmental Agreement between Lane County and the cities of Eugene and Springfield for FY 05/06; and

IT IS FURTHER ORDERED, that the subcontracts are awarded as described in Attachment B FY 05/06, and Attachment B FY 06/07; and

IT IS FUTHER ORDERED, that Lane County delegate authority to the County Administrator to sign the fiscal FY 05/06 Intergovernmental Agreement in substantial conformity with Attachment A, and the subsequent two-year subcontracts listed in the Human Services Commission Budget, Attachment B, which represents funding for FY 05/06 and FY 06/07 in the Department of Health & Human Services.

DATED this _____ day of July, 2005.

APPROVED AS TO FORM
Date 6/28/05 Lane County
Teresa Smith
OFFICE OF LEGAL COUNSEL

Anna Morrison, Chair
Lane County Board of Commissioners

ATTACHMENT A

Intergovernmental Agreement for Human Services

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 agents, 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 Lane 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:

FY 05 06		
Funds Paid by Eugene and Springfield		
Funding Source	Funding Amount	Account Number
City of Eugene General Fund	\$736,784	455120-285-3427030
City of Eugene General Fund	\$235,346	455120-285-3427033
City of Eugene General Fund	\$60,035	455120-285-3427070
City of Eugene General Fund	\$23,643	455120-285-3427080-43870
City of Eugene Community Development Block Grant	\$405,000	455120-285-3427032 20063414218
City of Springfield General Fund	\$106,526	455160-285-3427030
City of Springfield General Fund	\$10,054	455160-285-3427033
City of Springfield General Fund	\$8,074	455160-285-3427070
City of Springfield Community Development Block Grant	\$8,029	455160-285-3427080 20063414218
City of Springfield Community Development Block Grant	\$107,053	455160-285-3427032 20063414218
TOTALS	\$1,700,544	

The terms of this contract are contained within the attached Intergovernmental Agreement for Human Services.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year set opposite their respective signatures.

ANE COUNTY, a political subdivision of the State of Oregon

Date _____ By _____
William Van Vactor
County Administrator

CITY OF EUGENE, a municipal corporation of the State of Oregon

Date _____ By _____
Dennis M. Taylor
City Manager

CITY OF SPRINGFIELD, A municipal corporation of the State of Oregon

Date _____ By _____
Michael A. Kelly
City Manager

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 or all functions and activities that a party to the agreement, its officers or agents, 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 Lane 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, 2005 and ending June 30, 2006 to enter into service agreements with public and non-profit agencies with the funds allocated by Lane County, the City of Eugene and the City of Springfield; and
6. Request for Proposals for human services were written for a two-year period and subsequent contracts were written for the period beginning July 1, 2005 and ending June 30, 2007; 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 **\$12,197,913** for the Human Services Commission Fund for services and local administration during the fiscal year ending June 30, 2006.

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:

1. OVERSIGHT AND MANAGEMENT

Lane County's Department of Health and Human Services shall manage the Human Services Program. 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 outlined in Exhibit A, attached to this agreement and incorporated herein by reference.

a. Intergovernmental Human Service Committee.

The purpose of the Human Services Commission is to advise the Board of County Commissioners and the Eugene and Springfield City Councils on human services needs of low income residents, to develop long-range plans, biennial plans and budgets targeting local governmental resources for human service and homeless assistance activities, and to recommend local governmental human services directives and programs.

b. Subcommittees.

The Human Services Commission has standing subcommittees formed to review service needs, resources, and program operations in service areas that have been identified as priorities and make recommendations back to it. Lane 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 Basic Needs Subcommittee. The Basic Needs Subcommittee will also serve as the Community Planning Board for federal homeless housing assistance activities, under the federal Stewart B. McKinney Homeless Housing Act of 1987, and subsequent federal reorganizations. Lane County will select members to serve as the Community Action Advisory Committee as recommended by the Human Services Commission meeting federal and state guidelines for committee composition.

c. Subrecipient and Designated Applicant.

Eugene and Springfield designate Lane 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.

Lane County's Department of Health and Human Services shall be responsible for the general administration of the human services program including service planning and monitoring and evaluation of contracted services. Responsibilities of the designated program staff are described in Exhibit C, attached hereto, and by this reference incorporated herein.

2. FINANCIAL PARTICIPATION AND ACCOUNTABILITY

a. Funding.

Lane County agrees to participate in funding for services in the amount of **\$515,972**. Additionally, the County will use private, local, state and federal funds in the amount of **\$9,981,397** to support services, which includes carryover funds in the amount of **\$83,945**. Eugene agrees to participate in the funding of services in the amount **\$949,808** from its general fund and **\$390,000** from Community Development Block Grant funds (CDBG); and Springfield agrees to participate in funding for services in the amount of **\$124,654** from its general fund and **\$105,082** from Community Development Block Grant funds (CDBG). Budgeted prior year CDBG expenses in the amount of **\$25,000** are reflected in the FY 05/06 totals. Said funds are to be expended in the amounts as shown on the Human Services Commission Budget Exhibit A, attached hereto, and by this reference incorporated herein.

In addition to the contributions contained within the above paragraph, the City of Eugene has allocated additional funding to the HSC service plan for fiscal year 05/06 as follows:

- The Department of Public Safety is contributing **\$36,000** for purchasing one bed for providing 38 runaway and homeless youth with 238 days of shelter and 300 hours of case management services.
- The City of Eugene is contributing a general fund allocation of **\$70,000** to the Lane County Safe & Sound project. The Safe & Sound project provides wrap-around services for homeless and runaway youth.

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.

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 Lane 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, April 1) equaling one-fourth of each participating government's revenue contribution as specified in Exhibit B. If payments are not received as scheduled, Lane 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 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 E and F.
- d. The parties agree to budgeted expenses for the administration/program coordination of the Human Services Commission program to be paid from the HSC funds in the amount of **\$314,357**. A budget for such expenditures is designated as Exhibit D, attached hereto, and by this reference incorporated herein.
- e. The provisions of this contract are contingent upon the appropriation of funds by EUGENE, COUNTY and SPRINGFIELD. If funds are not appropriated or any party subsequently amends the annual appropriations, the provisions of this contract shall thereupon become voidable 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.

3. DURATION OF AGREEMENT

Term

The term of this Agreement is from July 1, 2005 to June 30, 2006. 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

4. INDEMNIFICATION

To the extent allowed by the Oregon Constitution and the Oregon Revised Statutes, each of the parties hereto agrees to defend, indemnify, and save the other harmless from any claims, liability or damages including attorney fees arising out of any error, omission or act of negligence on the

part of the indemnifying party, its officers, agents, or employees in the performance of this agreement.

5. 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.

6. SPECIAL REQUIREMENTS

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

7. 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 either of the cities may enter into sub agreements for additional services without a signature from the non-contributing city.

EXHIBIT B

**INTERGOVERNMENTAL AGREEMENT
FUNDING SOURCES
PROPOSED FY 05/06**

LANE COUNTY

CONTRIBUTION

General Fund Contribution	\$ 515,972
State and Federal Funds	8,249,311
Private/Local Contributions	1,648,141
Carry Forward Funds	<u>83,945</u>

Subtotal \$ 10,497,369

CITY OF EUGENE

General Fund Contribution	\$ 949,808
General Fund Contribution to Safe & Sound Project	70,000
Community Development Block Grant	390,000
Community Development Block Grant Prior Year Expenses	15,000
Department of Public Safety to Looking Glass Station 7	<u>36,000</u>

Subtotal \$ 1,460,808

CITY OF SPRINGFIELD

General Fund Contribution	\$ 124,654
Community Development Block Grant	105,082
Community Development Block Grant Prior Year Expenses	<u>10,000</u>

Subtotal \$ 239,736

Grand Total \$ 12,197,913

EXHIBIT C

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, 2005 through June 30, 2006

I. Contract Monitoring

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

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 semi-annual program and fiscal reports for the Intergovernmental Human Services Committee.
- B. Make records available to cities of Eugene and Springfield as requested.
- C. Conduct five-year human service and homeless assistance planning process, staffing appropriate committees.
- D. Perform resource development activities.
- E. Staff Intergovernmental Human Services Committee and subcommittees.
- F. Coordinate program activities.
- G. Promote and maintain public relations with other community organizations and general public.

EXHIBIT D

**INTERGOVERNMENTAL HUMAN SERVICES
MANAGEMENT BUDGET PAID FROM CITIES/COUNTY FUNDS
FY 05 06**

<u>Program Coordination:</u>	<u>FTE</u>	<u>Amount</u>
HSC Program Manager	.20	23,592
Human Services Supervisor	.43	36,384
<u>Program Implementation/Contracting/Evaluation:</u>		
Administrative Assistant	.43	32,854
Temporary Administrative Analyst	.50	23,246
Program Services Coordinator	.26	21,400
Administrative/Management Analyst- Reporting &Evaluation	.26	23,152
<u>Administrative:</u>		
Sr. Office Assistant	.95	46,814
Accounting Clerk 2	.72	36,935
Subtotal Personnel Services	3.75 \$	244,377
Materials and Supplies		22,872
TOTAL MANAGEMENT BUDGET		\$ 267,249

Additional Overall Program Costs Paid from Cities/County Funds:

County Indirect Charges:		
Information Services/Computer		13,750
Indirect and Overhead Charges		33,358
TOTAL ADDITIONAL PROGRAM COSTS		\$ 47,108

**EXHIBIT -E
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, 2005 through June 30, 2006. 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 exhibit:

Exhibit – E-1 Client/Household Data Sheet

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 ensure 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 ensure that items shall be in sufficient detail to provide a sound basis to effectively monitor performance under this contract.
4. County shall ensure that all services provided by CDBG funds must either serve Eugene residents of very low or low-income directly or serve an area where at least 51% of the residents are very low or low-income.

County shall direct agencies providing direct services to determine eligibility of clients/households according to the following HUD 2005 Family Income Guidelines for Eugene, Oregon.

	30%	50%	80%
HOUSEHOLD SIZE	EXTREMELY LOW INCOME	VERY LOW INCOME	LOW INCOME
1	\$11,400	\$19,000	\$30,400
2	\$13,050	\$21,700	\$34,750
3	\$14,650	\$24,450	\$39,100
4	\$16,300	\$27,150	\$43,450
5	\$17,600	\$29,300	\$46,900
6	\$18,900	\$31,500	\$50,400
7	\$20,200	\$33,650	\$53,850
8	\$21,500	\$35,850	\$87,350

County shall select agencies providing "area" benefits in areas where at least 51% of all residents in their service area are very low or low-income persons according to the latest census information.

5. County shall ensure performance by agencies by maintaining ongoing monitoring and site visits. County shall maintain documentation of agency services provided and payments received.

County shall ensure 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, female head of household, and disability status. A sample client/household documentation record is attached as Exhibit - F1. Client/household information shall be submitted to City quarterly, no later than the last day of the month for the previous quarter.

6. County shall ensure that all services provided through County contracts with social service agencies using CDBG funds shall be offered free of charge to eligible very low and low-income city of Eugene residents. Either County or social service agencies, through these services, shall earn no revenue/program income.
7. The consideration City shall reimburse to County of CDBG funds shall not exceed \$404,000 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 ensure 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 ensure 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". 13

County shall comply, and shall ensure 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 ensure 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.

County shall ensure 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.

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

If a 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.

**EXHIBIT -F
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, 2005 through June 30, 2006. 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 exhibit:

Exhibit - F 1 Client/Household Data Sheet

1. County shall select agencies for funding with CDBG funds that either: 1) provide a new service or 2) 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 ensure 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 ensure that items shall be in sufficient detail to provide a sound basis to effectively monitor performance under this contract.
4. County shall ensure that all services provided by CDBG funds must either serve Springfield residents of very low or low-income directly or serve an area where at least 51% of the residents are very low or low-income.

County shall direct agencies providing direct services to determine eligibility of clients/households according to the following HUD 2005 Family Income Guidelines for Springfield, Oregon.

	30%	50%	80%
HOUSEHOLD SIZE	EXTREMELY LOW INCOME	VERY LOW INCOME	LOW INCOME
1	\$11,400	\$19,000	\$30,400
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4	\$16,300	\$27,150	\$43,450
5	\$17,600	\$29,300	\$46,900
6	\$18,900	\$31,500	\$50,400
7	20,200	\$33,650	\$53,850
8	\$21,500	\$35,850	\$57,350

County shall select agencies providing "area" benefits in areas where at least 51% of all residents in their service area are very low or low-income persons according to the latest census information.

5. County shall ensure performance by agencies by maintaining ongoing monitoring and site visits. County shall maintain documentation of agency services provided and payments received.

County shall ensure 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, female head of household, and disability status. A sample client/household documentation record is attached as Exhibit - F1. Client/household information shall be submitted to City quarterly, no later than the last day of the month for the previous quarter.

6. County shall ensure that all services provided through County contracts with social service agencies using CDBG funds shall be offered free of charge to eligible very low and low-income City of Springfield residents. Either County or social service agencies, through these services, shall earn no revenue/program income.

7. The consideration City shall reimburse to County of CDBG funds shall not exceed \$120,850 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 ensure 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 ensure 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 ensure 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 ensure 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.

County shall ensure 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.

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

If a 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.

ATTACHMENT B

