



## Staff Report

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**File #:** 20-138

**Version:** 1

**Date:** 4/27/2020

**Item #:** 2.3b.

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**TO:** Mayor and City Council

**THROUGH:** Steve Powers, City Manager

**FROM:** Dan Atchison, City Attorney

**SUBJECT:**

Ratification of Interim Intergovernmental Agreement supporting the Mid-Willamette Valley Homeless Alliance.

Ward(s): All Wards

Councilor(s): All Councilors

Neighborhood(s): All Neighborhoods

Result Area(s): Good Governance; Welcoming and Livable Community.

**ISSUE:**

Shall the City Council ratify the City Manager's execution of an intergovernmental agreement (IGA) and amendments formalizing participation in the Mid-Willamette Valley Homeless Alliance ("Alliance")?

**RECOMMENDATION:**

Ratify the City Manager's execution of an intergovernmental agreement (IGA) and amendments formalizing participation in the Mid-Willamette Valley Homeless Alliance ("Alliance").

**SUMMARY:**

The City Manager, exercising his authority under the City Council's Declaration of a State of Emergency ("Declaration") signed the interim IGA formalizing the City's support and participation in the Alliance. The Alliance is the Continuum of Care organization for the Marion/Polk region. The City Manager is recommending Council ratify the Manager's action.

The IGA provides for the following:

- Eight governments (Member Governments) agree to cooperate in the support of the Alliance,
- Sets contributions for each Member Government for FY 20-21, subject to each Member Government's budget approval,

- Memorializes the Member Governments' intention to form a new intergovernmental entity to serve as the Collaborative Applicant for the Alliance,
- Contracts with the Mid-Willamette Valley Council of Governments (COG) to serve as the Collaborative Applicant for the Alliance until August 13, 2020, and for COG to provide administrative support to the Alliance,
- The interim IGA will terminate on August 13, 2020, unless extended by mutual agreement of the parties.

**FACTS AND FINDINGS:**

In 2019, Salem and other local governments and non-profits serving the homeless community executed a Memorandum of Agreement (MOA) to:

- Withdraw from the Rural Continuum of Care, and form a new Continuum of Care (CoC) that would better serve the needs of the member governments and their residents;
- Establish a Development Council to oversee and manage the development of the new CoC;
- Contract with COG to provide administrative support for the development of the new CoC;
- Establish a governance structure for the new CoC as approved through the parties' representative on the Development Council;
- Identify an organization to serve as the new CoC's Collaborative Applicant and Unified Funding Agency, and;
- Establish financial contribution levels for the parties for the 19-20 and 20-21 fiscal years - Salem's FY 20-21 contribution is set at \$40,000, which the Budget Committee and Council will asked to by approved as part of the City's budget approval process.

The Development Council has approved a name and charter for the new COC, named the Mid-Willamette Valley Homeless Alliance (Alliance), designated a Board of Directors and Chair and Vice-Chair for the Board, established committees to assist the Alliance to perform tasks, and authorized COG to take certain actions, including the execution of personal service contracts with Janet Carlson, Jan Calvin, and Outsource Local, LLC (Carla Munns - Principal) to provide services for the Alliance.

The local government and non-profit participants in the Alliance are:

Local Governments

Salem  
Marion County  
Polk County  
Keizer  
Independence  
Monmouth  
Salem-Keizer School District  
Confederated Tribes of the Grand Ronde

Non-Profits

Representative of the Homeless Community  
Salem Health  
United Way of the Mid-Willamette Valley  
Union Gospel Mission of Salem

In addition the Mid-Willamette Valley Community Action Agency, Marion County, Salem, and West Valley housing authorities, and Polk County Veteran Services are ex-officio (non-voting) Alliance

Board members.

The Alliance, like other CoCs, is a collaboration of governmental bodies and non-profit organizations, and is not a legal entity. The Alliance was formed in compliance with HUD guidelines. The Alliance will coordinate the community's response to homeless issues and serve as a conduit between the Marion and Polk county areas and HUD. The Alliance will perform certain reporting and data collection requirements, such as the Point-In-Time count of homeless residents, evaluate and score for HUD, applications for HUD funding, and administer the Homeless Management Information System (HMIS). In order to perform these functions, it is necessary for a CoC to either be a legal entity, or partner with a legal entity to serve as the Collaborative Applicant.

In early 2020, the Board of Directors of the Alliance determined that the parties should form a new intergovernmental entity, as authorized under ORS Chapter 190 (ORS 190 Entity), to serve as the Collaborative Applicant, and eventually as the Unified Funding Agency for the Alliance. The Board desired that the new ORS 190 Entity be formed by early February so that it could serve as the Collaborative Applicant and directed Janet Carlson, in cooperation with COG legal counsel, to draft an IGA to form the ORS 190 Entity.

In February 2020, counsel and staff for the member governments advised that there were legal and practical issues with the formation of the ORS 190 which would delay the creation of the entity, and recommended that an interim IGA be executed that would; 1) contract with COG to serve as the Collaborative Applicant for the current HUD funding cycle, 2) memorialize the member governments' agreement to cooperate to support the Alliance, 3) memorialize the member governments' financial contributions for FY 20-21, and 4) memorialize the member governments' intent to form a new ORS 190 Entity to serve as the Collaborative Applicant. The Alliance Board accepted that recommendation and determined that the interim IGA should expire by August 13, 2020 and that the new ORS 190 Entity be formed by that time

The interim IGA contains the following attachments:

- 1) Alliance Charter,
- 2) Financial Contributions Table,
- 3) COG Scope of Work,
- 4) Exhibit 1 to the Scope of Work, which outlines COG's fee schedule for administrative services.

COG's Scope of Work specifies the duties COG will perform during this interim period, and their rates for the various services. COG will adopt a new fee schedule in July 2020 as part of their new fiscal year, and the interim IGA allows for the new fees, with a limit of 15% increase for any particular service.

COG has been instrumental in facilitating the work to develop the Alliance as the new CoC, and has done so without a formal written agreement guaranteeing they will be reimbursed for their administrative expenses. The interim IGA and Scope of Work allows for COG to be reimbursed for its services performed in support of the Alliance dating back to January 1, 2020.

It has been challenging for the eight different jurisdictions to reach consensus on all aspects of the

interim IGA, given the complex nature of this issue, and demands on staff time given the COVID-19 Pandemic. Therefore, staff is recommending that Council delegate authority to execute subsequent amendments that are necessary to accommodate changes from the other parties. No amendment will increase the financial contribution of the City, or substantially increase the City's obligations under the agreement.

**BACKGROUND:**

In 2019, Salem and other local governments and non-profits decided to form a new Continuum of Care, which has been named the Mid-Willamette Valley Homeless Alliance. The local governments have determined that new ORS 190 intergovernmental entity is needed to serve the Alliance. This interim IGA facilitates the Alliance's work to coordinate homeless services and funding in the Marion and Polk county region and allows the parties to begin work on formation of the new ORS 190 Entity.

Dan Atchison  
City Attorney

**Attachments:**

1. Interim IGA.
2. Alliance Charter
3. Financial Contributions Table
4. Council of Governments Scope of Work
5. Council of Governments Fee Schedule (Exhibit A to Scope of Work)

## **INTERGOVERNMENTAL AGREEMENT**

**Between**

**CONFEDERATED TRIBES OF THE GRAND RONDE, CITY OF INDEPENDENCE,  
CITY OF KEIZER, CITY OF MONMOUTH, MARION COUNTY, POLK COUNTY,  
SALEM-KEIZER SCHOOL DISTRICT, CITY OF SALEM, and the MID-  
WILLAMETTE VALLEY COUNCIL OF GOVERNMENTS  
concerning the Mid-Willamette Valley Homeless Alliance (“Alliance”).**

### **1. PARTIES TO AGREEMENT**

This Agreement, by and between the Confederated Tribes of the Grand Ronde (“Grand Ronde”), Marion County (“Marion”), Polk County (“Polk”), and the Cities of Independence (“Independence”), Keizer (“Keizer”), Monmouth (“Monmouth”), Salem (“Salem”), the Salem-Keizer School District (“Salem-Keizer”), collectively the “Member Governments,” and the Mid-Willamette Valley Council of Governments (“COG”), is made pursuant to ORS 190.010.

**2. AUTHORITY.** This Agreement is established under the authority of Oregon Revised Statutes (ORS) Chapter 190.

### **3. BACKGROUND.**

- a.** The Mid-Willamette Valley Homeless Alliance (“Alliance”) was formed on September 24, 2019, and recognized by the U.S. Housing and Urban Development Department (“HUD”) on December 11, 2019, for the Polk County and Marion County region, to carry out the purposes of the HUD Continuum of Care program described in 24 CFR Part 578.
- b.** The Alliance Charter was approved by the Alliance Board of Directors on February 13, 2020 (Attachment 1).
- c.** The Alliance is a collaboration of the Member Governments, non-profit service organizations, and community members, and is not a legal entity.
- d.** The Member Governments have made financial contributions for the 2019-2020 Fiscal Year, which are being managed by COG.
- e.** The Member Governments have agreed to make financial contributions to support the Alliance for the 2020-2021 Fiscal Year, subject to budgetary approval, as approved by the Alliance Board of Directors (Attachment 2).
- f.** HUD regulations require a legal entity to serve as the Collaborative Applicant for a Continuum of Care, such as the Alliance.
- g.** The COG has been providing administrative support and other resources for the Alliance, including contract management for independent contractors engaged by COG at the request of the Alliance. During this time, the Member Governments have directly paid their contribution amounts to COG to manage those funds for the Alliance.
- h.** The COG has agreed, on an interim basis, to continue to provide administrative support and other resources, in addition to serving as the Collaborative Applicant for

the Alliance until an ORS 190 entity has been formed and designated by the Alliance Board of Directors to serve as the Collaborative Applicant.

- i. The Alliance Board of Directors approved the execution of this Agreement for a term to expire on August 13, 2020 to allow the Member Governments to contract with the COG to provide Collaborative Applicant services and reimburse COG for services.

#### **4. PURPOSE**

The purpose of this Agreement is to establish the terms and conditions under which the Member Governments will coordinate to support the Alliance, through contracting with COG to serve as the Collaborative Applicant for the Alliance pursuant to 24 CFR Part 578. The parties understand and agree that this Agreement serves as an interim solution to allow COG to serve as the Collaborative Applicant, and be reimbursed for its costs, until a new entity is designated.

#### **5. TERM AND TERMINATION**

**5.1** This Agreement shall be effective from the date upon which the last signature is affixed hereto, and shall expire on August 13, 2020, unless otherwise earlier terminated or extended.

**5.2** This Agreement may be terminated by mutual consent of all parties hereto. Any such termination of this Agreement shall be without prejudice to any obligations or liabilities of any party already accrued prior to such termination.

#### **6. FUNDING AND BILLING**

**6.1** The Member Governments' fiscal year 2020-2021 contributions, as set forth in Attachment 2, shall be made to COG, subject to the individual Member Government's budgetary approval. Nothing in this Agreement binds any Government Member to any specific financial contribution after the 2020-2021 fiscal year.

**6.2** COG shall be reimbursed for its expenses already incurred in support of the Alliance from January 1, 2020 to the effective date of this Agreement. COG's expenses prior to July 1, 2020 shall be reimbursed from the Member Governments' Fiscal Year 2019-2020 contributions, and COG's expenses for the period of July 1, 2020 to the termination of this Agreement shall be from the Member Governments' Fiscal Year 2020-2021 contributions. COG shall submit an invoice to the Alliance Board for its approval, for COG's Fiscal Year 2019-2020 expenses no later than August 30, 2020, and shall submit an invoice to the Alliance Board for its approval, for COG's Fiscal Year 2020-2021 expenses no later than September 30, 2020.

**6.3** COG's expenses under this Agreement shall not exceed the total amount of funds contributed by the Member Governments and any contributions from other members of the Alliance, donations or grants provided to COG for the benefit of the Alliance, subject to the rates for specific services as set forth in the Scope of Work. As set forth in the Scope of

Work, COG shall provide timely financial reports to the Alliance, and shall ensure that expenses do not exceed available resources approved by the Member Governments through the Alliance Board.

## **7. OBLIGATIONS UNDER THE TERMS OF THIS AGREEMENT**

### **7.1 MEMBER GOVERNMENTS agree to:**

- a. Make timely payment to COG.
- b. Maintain good standing as a member of the Alliance.
- c. Collaborate in good faith with other Member Governments to create a new ORS 190 entity to serve as the Collaborative Applicant for the Alliance.

### **7.2 COG agrees to:**

Serve as the Collaborative Applicant for the Alliance and perform other duties as established in the Scope of Work (Attachment 3).

## **8. DESIGNATION OF SUCCESSOR COLLABORATIVE APPLICANT**

The Member Governments understand and agree that the Alliance is required to have a Collaborative Applicant, as that term is defined in 24 CFR Part 578.15, which must be a legal entity. The Alliance Board has indicated a desire that the Member Governments form an intergovernmental entity to serve that purpose. Time is of the essence to designate a successor Collaborative Applicant, and the Member Governments agree to work cooperatively and in a timely manner to agree on the new Collaborative Applicant. The Member Governments also agree they will create a new intergovernmental entity to serve in that role.

## **9. COMPLIANCE WITH APPLICABLE LAWS**

The parties agree that both shall comply with all applicable federal, state, and local laws and ordinances applicable to the parties and the work to be done under this Agreement. The parties agree that this Agreement shall be administered and construed under the laws of the state of Oregon. Nothing in this Agreement shall be considered a waiver of tribal sovereign immunity.

## **10. NONDISCRIMINATION**

The parties agree to comply with all applicable requirements of federal, state, and local civil rights statutes, rules and regulations in the performance of this Agreement.

## **11. HOLD HARMLESS**

The parties agree to indemnify and hold harmless each other for, from and against all claims, costs, expenses (including attorney fees), losses, damages, fines, charges, actions or other liabilities solely to the extent arising from their own intentional or negligent acts or those of their agents, contractors or employees and, to the extent applicable, the above indemnification is

subject to and shall not exceed the limits of the Oregon Tort Claims Act (ORS 30.260 through 30.300) and the Oregon Constitution. The parties intend to provide reciprocal indemnity obligations. The parties acknowledge that the Oregon Tort Claims Act does not limit the liability of Grand Ronde in the same manner as the other parties. Accordingly, the parties agree Grand Ronde's indemnity shall not exceed the indemnification limits of any other party.

## **12. INSURANCE**

Each party shall insure or self-insure and be independently responsible for the risk of its own liability for claims within the scope of the Oregon tort claims act (ORS 30.260 to 30.300). The parties intend to provide reciprocal liability insurance obligations. The parties acknowledge that the Oregon Tort Claims Act does not apply to Grand Ronde in the same manner as other parties. Accordingly, the parties agree that Grand Ronde shall self-insure in an amount consistent with the liability for claims of any other party.

## **13. MERGER CLAUSE**

Parties concur and agree that this Agreement constitutes the entire agreement between the parties. No waiver, consent, modification or change to the terms of this agreement shall bind either party unless in writing and signed by both parties. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. Parties, by the signatures below of their authorized representatives, hereby agree to be bound by its term and conditions.



**INTERGOVERNMENTAL AGREEMENT**

**Between**

**CONFEDERATED TRIBES OF THE GRAND RONDE, CITY OF INDEPENDENCE,  
CITY OF KEIZER, CITY OF MONMOUTH, MARION COUNTY, POLK COUNTY,  
SALEM-KEIZER SCHOOL DISTRICT, CITY OF SALEM, and the MID-  
WILLAMETTE VALLEY COUNCIL OF GOVERNMENTS  
concerning the Mid-Willamette Valley Homeless Alliance (“Alliance”).**

**THE CONFEDERATED TRIBES OF THE GRAND RONDE COMMUNITY OF  
OREGON**

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Cheryle A. Kennedy  
Tribal Council Chairwoman

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Date

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CITY OF KEIZER, CITY OF MONMOUTH, MARION COUNTY, POLK COUNTY,  
SALEM-KEIZER SCHOOL DISTRICT, CITY OF SALEM, and the MID-  
WILLAMETTE VALLEY COUNCIL OF GOVERNMENTS  
concerning the Mid-Willamette Valley Homeless Alliance (“Alliance”).**

**CITY OF INDEPENDENCE**

\_\_\_\_\_  
Tom Pessemier  
City Manager

\_\_\_\_\_  
Date

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WILLAMETTE VALLEY COUNCIL OF GOVERNMENTS  
concerning the Mid-Willamette Valley Homeless Alliance (“Alliance”).**

**CITY OF KEIZER**

\_\_\_\_\_  
Christopher Eppley  
City Manager

\_\_\_\_\_  
Date

Approved as to form:

\_\_\_\_\_  
Keizer City Attorney

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WILLAMETTE VALLEY COUNCIL OF GOVERNMENTS  
concerning the Mid-Willamette Valley Homeless Alliance (“Alliance”).**

**CITY OF MONMOUTH**

\_\_\_\_\_  
Chad Olsen  
Interim City Manager

\_\_\_\_\_  
Date

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concerning the Mid-Willamette Valley Homeless Alliance (“Alliance”).**

**MARION COUNTY BOARD OF COMMISSIONERS**

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

Date: \_\_\_\_\_

**INTERGOVERNMENTAL AGREEMENT**

**Between**

**CONFEDERATED TRIBES OF THE GRAND RONDE, CITY OF INDEPENDENCE,  
CITY OF KEIZER, CITY OF MONMOUTH, MARION COUNTY, POLK COUNTY,  
SALEM-KEIZER SCHOOL DISTRICT, CITY OF SALEM, and the MID-  
WILLAMETTE VALLEY COUNCIL OF GOVERNMENTS  
concerning the Mid-Willamette Valley Homeless Alliance (“Alliance”).**

**POLK COUNTY BOARD OF COMMISSIONERS**

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

Date: \_\_\_\_\_

**INTERGOVERNMENTAL AGREEMENT**

**Between**

**CONFEDERATED TRIBES OF THE GRAND RONDE, CITY OF INDEPENDENCE,  
CITY OF KEIZER, CITY OF MONMOUTH, MARION COUNTY, POLK COUNTY,  
SALEM-KEIZER SCHOOL DISTRICT, CITY OF SALEM, and the MID-  
WILLAMETTE VALLEY COUNCIL OF GOVERNMENTS  
concerning the Mid-Willamette Valley Homeless Alliance (“Alliance”).**

**SALEM-KEIZER PUBLIC SCHOOLS**

\_\_\_\_\_  
Marty Heyen, Chairperson, Board of Directors  
Salem-Keizer Public Schools

\_\_\_\_\_  
Date

**INTERGOVERNMENTAL AGREEMENT**

**Between**

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CITY OF KEIZER, CITY OF MONMOUTH, MARION COUNTY, POLK COUNTY,  
SALEM-KEIZER SCHOOL DISTRICT, CITY OF SALEM, and the MID-  
WILLAMETTE VALLEY COUNCIL OF GOVERNMENTS  
concerning the Mid-Willamette Valley Homeless Alliance (“Alliance”).**

**CITY OF SALEM**

\_\_\_\_\_  
Steve Powers  
City Manager

\_\_\_\_\_  
Date



**INTERGOVERNMENTAL AGREEMENT**

**Between**

**CONFEDERATED TRIBES OF THE GRAND RONDE, CITY OF INDEPENDENCE,  
CITY OF KEIZER, CITY OF MONMOUTH, MARION COUNTY, POLK COUNTY,  
SALEM-KEIZER SCHOOL DISTRICT, CITY OF SALEM, and the MID-  
WILLAMETTE VALLEY COUNCIL OF GOVERNMENTS  
concerning the Mid-Willamette Valley Homeless Alliance (“Alliance”).**

**MID-WILLAMETTE VALLEY COUNCIL OF GOVERNMENTS**

\_\_\_\_\_  
Renata Wakeley  
Acting Executive Director

\_\_\_\_\_  
Date

# MID-WILLAMETTE VALLEY HOMELESS ALLIANCE GOVERNANCE CHARTER

*FINAL – Approved by the CoC Development Council on 10-24-19*

## ARTICLE I. CONTINUUM OF CARE NAME AND PURPOSE

### A. NAME OF THE CONTINUUM OF CARE (COC)

The name of this organization is the Mid-Willamette Valley Homeless Alliance, which serves as the region’s Continuum of Care, herein referred to as “the CoC.”

### B. CONTINUUM OF CARE (COC) OVERVIEW

1. **GEOGRAPHIC BOUNDARIES.** The CoC represents the geographic region within the boundaries of Marion and Polk counties.
2. **PURPOSE.** The CoC is organized to carry out the purposes of the U.S. Housing and Urban Development (HUD) Continuum of Care program as described in 24 CFR Part 578. The CoC promotes communitywide commitment to the goal of preventing and ending homelessness; provides funding for efforts by nonprofit providers and state, tribal and local governments to quickly rehouse homeless individuals, including unaccompanied youth and families, while minimizing the trauma and dislocation caused to homeless individuals, families, and communities by homelessness; promotes access to and effective utilization of mainstream housing and homeless services programs by homeless individuals, and optimizes self-sufficiency among individuals and families experiencing homelessness. Its work includes gathering and analyzing data to determine local needs of and resources available to people experiencing homelessness, developing and prioritizing a menu of strategic responses, collaboratively implementing a strategic plan, promoting service coordination, educating the public on homeless issues, providing advice and input on homeless services operations, leveraging resources for maximum impact, and measuring and promoting strong program performance. Through collaborative efforts of local and tribal governments, school districts, nonprofit organizations, and other participating stakeholders, the CoC seeks to develop an evidence-based system of services, including stable housing, designed to meet the unique and complex needs of adults, youth, children, and families in Marion and Polk counties who are at risk of or are experiencing homelessness.

## ARTICLE II. CONTINUUM OF CARE GOVERNANCE STRUCTURE

### A. BOARD OF DIRECTORS

1. **NAME.** The name of the CoC governing board is the Mid-Willamette Valley Homeless Alliance Board of Directors, herein referred to as the “CoC Board” or the “Board.” The CoC has established a governing board as required by 24 CFR part 578.7(a)(3). The Board is responsible for the overall policy and direction of the CoC and may delegate responsibility for day-to-day operations to staff and committees.

2. **VOTING MEMBERSHIP.** The Board will consist of at least thirteen (13) voting members that have no conflicts of interest as defined in Article III of this charter and 24 CFR part 578.95. Board members will serve without compensation. Board membership includes representation from the following organizations or subpopulations.
  - a. One representative from each of the following organizations:
    - i. Union Gospel Mission, a faith-based organization;
    - ii. The Confederated Tribes of Grand Ronde;
    - iii. Local governments:
      - (a). City of Independence
      - (b). City of Keizer
      - (c). City of Monmouth
      - (d). Polk County
    - iv. Salem-Keizer School District (24J);
    - v. Salem Health;
    - vi. Homeless or formerly homeless individuals appointed by the Law Enforcement Assisted Diversion Program; and
    - vii. United Way of the Mid-Willamette Valley, a nonprofit organization.
  - b. Two representatives from the City of Salem and Marion County. In the alternative, pursuant to Section 11 of Article 2, Marion County and the City of Salem may appoint one representative who may exercise two votes.
3. **EX-OFFICIO BOARD MEMBERS.** In addition, seven (7) ex-officio participants may serve as non-voting, ex-officio board members, participating in discussions and representing such groups as:
  - a. Marion County, Salem, and West Valley Housing Authorities;
  - b. Mid-Willamette Valley Community Action Agency;
  - c. Polk County Veteran Services; and
  - d. Co-chairs of the CoC Collaborative Committee.
4. **BOARD SELECTION PROCESS.**
  - a. The initial CoC Board of Directors will be nominated by the Development Council established by a 2019 Memorandum of Agreement, in consultation with the stakeholders workgroup.
  - b. Each organization nominated for representation on the CoC Board will identify persons to serve who hold elected or senior staff roles in decision-making for that organization.
  - c. Members serve at the pleasure of the CoC Board.
  - d. Any directors representing organizations newly added to the Board by amendment to this charter, will be nominated and confirmed by vote of the CoC board.
  - e. Pursuant to 24 CFR part 578.7(a)(3), the CoC Board will submit this written selection process to the CoC Collaborative Committee, described in Section D of this article, and Board of Directors for review, update, and approval at least once every five (5) years.
5. **BOARD FINANCIAL CONTRIBUTIONS.** Each organization represented as a voting member on the CoC board will contribute funds to supplement CoC operations, contingent on the organization's budgetary authority. Contributions will be reviewed and approved annually by the CoC board.

6. **BOARD ALTERNATES.** Board members may designate an Alternate for a single meeting who can attend in the board member's place if the member must miss a meeting. The Alternate must represent the same organization or subpopulation as the absent Board member. Prior to the board meeting, the absent Board member or his or her designee must communicate in writing to CoC staff confirming the Alternate's attendance and granting authority for the Alternate to vote.
7. **TERMINATION.** The Board may remove any member when it determines it is in the interest of the CoC to do so. Member terminations require a 2/3 vote of the appointed, voting membership. Reasons for removal include excessive absences from meetings, conduct that is contrary to the Board's code of conduct, or noncompliance with conflict of interest or other board policies.
8. **RESIGNATION.** Resignations by Board members shall be submitted in writing to CoC staff, who will forward the resignation notice to board leadership. Resignations will be announced at the next regularly scheduled board meeting. For board positions representing designated organizations, resignation is implied if a person seated on the board is no longer affiliated with the organization that appointed him or her. The appointing organization is then responsible for assuring that another qualified person is appointed to represent that organization.
9. **MEETINGS.** Pursuant to 24 CFR part 578.7(a)(1), the Board will meet at least semi-annually in conjunction with the CoC Collaborative Committee to conduct general CoC business. Inclusive of these semi-annual joint meetings, the board will meet at least quarterly, and may meet more frequently at the call of the chair. The CoC Board is a public body subject to the public meetings and record laws as stated in ORS Chapter 192. All meetings will be open to the public.
10. **QUORUM.** A majority, defined as 50% plus one, of the appointed, voting Board membership will constitute a quorum for the transaction of all business at meetings. Members may attend either in person or by conference call, so long as persons in attendance and on the telephone can both hear and communicate with each other. Members attending by telephone conferencing may be counted towards achieving a quorum.
11. **VOTING.** Each Board member will hold one vote on all matters brought before the board. However, in recognition of their significant financial contributions to the effort, Marion County and the City of Salem may select two persons to represent each organization's interests on the CoC Board, or in the alternative may select one representative who shall have two votes on any matter. Board decisions shall be made by a majority of the total votes available to the entire appointed, voting Board membership.
12. **NOTICE AND INCLUSION.**
  - a. The Board will provide for and give public notice, reasonably calculated to give actual notice, to board members, interested persons, news media that have requested notice, and general public notice. Notice shall include the time and place for holding regular meetings. The notice will also include a list of the primary subjects anticipated to be considered at the meeting. Distribution of meeting notices will be in a manner that maximizes the potential of the public awareness of Board proceedings and for the public to participate in its deliberations.
  - b. Whenever possible, matters resulting in a recommendation to the Board will be deliberated during a minimum of two meetings to assure maximum participation.
  - c. The Board encourages input to its deliberations and decision-making from a diversity of stakeholders, including consumers and community members from diverse genders, racial and ethnic origins, cultural groups, and geographic areas within the CoC boundaries. CoC members are encouraged to bring ideas or concerns to the attention of the CoC Board and staff.

- d. The Board will conduct outreach at least semi-annually with business organizations, such as economic development forums, chambers of commerce, and Rotary clubs, to inform business leaders about current issues surrounding homelessness and gather information from a business perspective.

13. **AGENDAS.** Items may be placed on a meeting agenda by any Board member or by CoC staff. The agenda will be distributed to members and through public notice at least one week prior to a Board meeting.

## **B. BOARD OFFICERS**

1. **CHAIR.** The Board will accept nominations and elect a chair annually. The chair may be elected for subsequent terms. The chair will act as leader of the convened meeting and as the parliamentarian. The chair will enforce Board policies and membership rules and will guide the conduct of public meetings. The chair is the official Board representative and shall be the primary spokesperson to the media.
2. **VICE CHAIR.** The chair will select a vice chair, with board consent. In the absence of the chair, the vice chair will assume the chair's responsibilities. If neither the chair nor vice chair is available for a public meeting, then the assembled quorum of the meeting will select a temporary chairperson to conduct the meeting.
3. **EXECUTIVE COMMITTEE LEADERSHIP.** The chair and vice chair serve as leaders of the CoC Executive Committee, as described in Section E.1.

## **C. STAFF RESPONSIBILITIES TO THE CoC BOARD**

1. **STAFF SUPPORT/COLLABORATIVE APPLICANT.** Subject to available funding for CoC operations, Mid-Willamette Valley Council of Governments (COG) will serve as the Collaborative Applicant, described in Article IV, Section E, and provide staff support that could be employees, contractors, and in-kind support, as well as in-kind materials and services, to support the CoC. To maintain a neutral role in facilitating council meetings, staff representing the COG will not hold authority to vote on matters placed before the CoC Board.
2. **UNIFIED FUNDING AGENCY.** The CoC will seek designation as a Unified Funding Agency from the U.S. Department of Housing & Urban Development.
3. **MEETING PREPARATION.** CoC staff is responsible for meeting preparation, which includes:
  - a. Locating, reserving, and preparing the meeting space;
  - b. Sending meeting notice, agendas, and minutes to the CoC distribution list one week prior to the meeting and a reminder one day prior to the meeting;
  - c. Compiling background materials and staff reports;
  - d. Planning Board meetings in collaboration with the Executive Committee;
  - e. Taking attendance at meetings; and
  - f. Providing facilitation as needed.
4. **MINUTES.** CoC staff will serve as the CoC Board Administrator and prepare meeting minutes. Minutes will include a list of the members present, motions, proposals, resolutions, and orders proposed and their disposition, the results of all votes and a vote by each member by name, the substance of any discussions on any matter, and reference to any document discussed at that meeting. Minutes will be posted on the CoC website and distributed to the Board membership one week prior to the monthly meeting.

5. **RECORDS.** Pursuant to 24 CFR part 578.103 and 24 CFR part 578.5(b), staff will maintain CoC records to document compliance with HUD requirements, including the following:
  - a. Approved CoC governance charter that includes a written process to select the CoC board;
  - b. Documentation of required reviews and updates, including the annual charter review and review of Board selection process every five years;
  - c. CoC Board and committee rosters, designating representation of sectors and subpopulations;
  - d. Agendas and minutes of CoC Board, committee, subcommittee, and workgroup meetings;
  - e. Designation of a single Homeless Management Information System (HMIS) for the CoC;
  - f. CoC applications for funds as set forth in 24 CFR part 578.9;
  - g. Use of planning funds for eligible costs and other grant management documentation, pursuant to 24 CFR part 578.39; and
  - h. Completed and signed CoC conflict of interest forms, required in Article III, Section 5 of this charter.
  
6. **OTHER RESPONSIBILITIES.** CoC staff will maintain distribution lists, distribute communications to CoC members and the community at large, develop and maintain a CoC webpage, support CoC committees and workgroups, produce and submit applications for funds, and perform other duties as assigned by the CoC Board to support the CoC.

#### **D. CoC COLLABORATIVE COMMITTEE**

1. **PURPOSE.** The purpose of the CoC Collaborative Committee is to assist the Board in accomplishing the responsibilities of the Continuum of Care, as described in Article IV.
  
2. **MEMBERSHIP.** Participation in the Continuum of Care is open through the CoC Collaborative Committee to interested organizations and to interested individuals representing the community at large. Member agencies will be responsible for identifying CoC representatives. Participating agencies may have more than one person identified as a CoC representative. Homeless and formerly homeless people are encouraged and supported to participate. A roster of CoC Collaborative Committee participants will be maintained and posted on the CoC website.
  
3. **VOTING.** Each member organization and community at large member who has participated in at least two (2) meetings in the preceding twelve (12) months, after the initial year of CoC operations, shall have one vote at subsequent meetings on each matter submitted to a vote of CoC members. To the maximum extent possible, committee meetings shall operate on a consensus basis. However, members can request a majority vote on specific issues. Agencies with more than one representative in attendance will determine in advance which representative will vote. In all cases, each member organization has only one vote.
  
4. **RESIGNATION.** Member agencies may resign from the CoC Collaborative Committee by sending a written communication to CoC staff.
  
5. **CO-CHAIRS.** The CoC Board will appoint co-chairs to facilitate CoC Collaborative Committee meetings, based on nominations from the CoC Collaborative Committee. One co-chair will represent the public (governmental) sector and the other will represent the private (nongovernmental) sector. Co-chairs will serve for two-year terms and may be reappointed by the Board.

6. **RECRUITMENT AND OUTREACH.** The CoC Board will publish and disseminate an open invitation at least annually for those within the CoC area to join as new CoC Collaborative Committee members. CoC staff will document recruitment efforts. The CoC Board will identify and address membership gaps in essential sectors and will recruit so that membership requirements are being met, pursuant to 24 CFR part 578.7. Outreach will be conducted to obtain representation from the following groups, listed in 24 CFR part 578.5(a):
- a. Nonprofit homeless assistance providers;
  - b. Victim service providers;
  - c. Faith-based organizations;
  - d. Governments;
  - e. Businesses;
  - f. Advocates;
  - g. Public housing agencies;
  - h. School districts;
  - i. Social service providers;
  - j. Mental health agencies;
  - k. Hospitals and health care organizations;
  - l. Universities;
  - m. Affordable housing developers;
  - n. Law enforcement;
  - o. Organizations that serve veterans;
  - p. Homeless and formerly homeless individuals; and
  - q. Other relevant organizations within the CoC's geographic boundaries, such as organizations and coalitions that serve unaccompanied youth, employment councils, substance abuse providers, and early learning hubs.

## **E. COMMITTEES AND WORKGROUPS**

1. **STANDING COMMITTEES AND WORKGROUPS.** The CoC Board will appoint members representing organizations participating in the CoC Collaborative Committee to the standing committees and workgroups listed in this section as E.1. a through d. The Board will also designate chairs or co-chairs to facilitate committee or workgroup meetings. CoC staff will be assigned to take notes at committee and workgroup meetings and assure that CoC policies and processes are followed. CoC staff will also maintain lists of committee and workgroup membership and post the lists to the CoC webpage.
- a. **PERFORMANCE AND EVALUATION COMMITTEE.** The Performance and Evaluation Committee shall review and recommend to the Board the policies, timelines, and scoring tools for application review and ranking process as part of the Continuum of Care competition for funds. The Performance and Evaluation Committee shall also be responsible for monitoring and reviewing CoC-funded projects and general system performance. The Performance and Evaluation Committee shall make recommendations to the CoC Board to improve system performance with input from the CoC Collaborative Committee. Members of this committee may not have a conflict of interest, described in Article III, and may not be recipients of HUD funds.
    - i. The CoC Board will appoint a subcommittee of not fewer than five (5) Performance and Evaluation Subcommittee members to review and rank project applications during the annual process described in Article IV, Section E.
    - ii. The Board will strive to appoint subcommittee members who are knowledgeable about homelessness and housing in the region and representative of relevant sectors, subpopulations, and geographic areas of the region.

- iii. Subcommittee members must have completed conflict of interest forms on file with CoC staff affirming that they are not employees or do not have a business relationship or other conflicts of interest as described in Article III.
  - iv. Subcommittee members must be willing to dedicate time for application review and subcommittee meetings during the application process.
- b. **COORDINATED ENTRY COMMITTEE.** The Coordinated Entry Committee creates the policies and procedures for the CoC's coordinated entry system. The committee is also responsible for monitoring the progress of organizations implementing coordinated entry to ensure it is functioning effectively, arranging for technical assistance to participating organizations, and recommending changes, as necessary. The committee shall recruit agencies for participation in coordinated entry.
  - c. **HMIS USERS WORKGROUP.** The HMIS Users Workgroup consists of representatives from organizations using the Homeless Management Information System (HMIS). The workgroup is co-chaired by the HMIS Lead organization or its designee, and the HMIS Designated Coordination Entity, as described in Article IV.B.2. The workgroup shall monitor the progress of organizations using HMIS, develop strategies for improving HMIS ease of use, troubleshoot data reporting and data quality issues, and review and make recommendations on HMIS policies and protocols to the HMIS Lead, HMIS Coordination Entity, and CoC Board.
  - d. **POINT-IN-TIME COUNT WORKGROUP.** The Point-in-Time Count workgroup shall work with the HMIS Coordination Entity named in Section D.2. to organize and conduct the Point-in-Time count, including recruitment, training, and support of volunteer outreach workers for the event.
2. **SPECIAL COMMITTEES AND WORKGROUPS.** The Board may authorize the formation of special committees or workgroups, as necessary to deal with specific problems or issues, as the Board believes appropriate. The Board will appoint members to special committees and workgroups. These special committees or workgroups will be time limited and be provided a scope of work from the Board. Special committees and workgroups will report their findings and recommendations to the Board, upon request or upon the conclusion of their work.
3. **EXECUTIVE COMMITTEE.** The Executive Committee is composed of the chair, vice chair, and at least three additional Board members. The committee works closely with staff to guide the work of the CoC Board. Committee members may not serve on the Performance and Evaluation Committee. Committee responsibilities include the following:
- a. Prepare meeting agendas and ensure matters are ready for Board meetings;
  - b. Act on matters when authority has been delegated by the full Board to do so; and
  - c. Act on time sensitive, administrative matters that require a decision between Board meetings, with notice provided to all Board members prior to taking action and with the action(s) to be ratified at the next Board meeting. Time sensitive, administrative matters include, but are not limited to, required municipal, state or federal reports and letters of support associated with grant applications. Action will not be taken under this subsection if any Board member notifies the Board Chair of the member's objection prior to the Executive Committee's action on a time sensitive matter.
4. **APPEALS COMMITTEE.** The Board may appoint a committee of three (3) Board members to review and make appeal decisions during the application process described in Article IV, Section E. Those appointed to the Appeals Committee may not have participated in the rank and review process, must have signed conflict of interest forms on file with CoC staff, and must affirm upon committee appointment that they do not have conflicts of interest with agencies applying for CoC Program funding. In the alternative, the Board may also delegate this responsibility to the Executive Committee.



## ARTICLE III. CONFLICT OF INTEREST AND CODE OF CONDUCT

### A. CONFLICT OF INTEREST

1. **GENERAL PROVISIONS.** A conflict of interest is a situation in which a CoC Board member or one of his or her family members has a personal or financial interest that compromises or could compromise the Board or committee member's independence of judgment in exercising his or her responsibilities to the CoC. It is the position of this CoC that conflicts of interest shall not compromise the CoC's work and that even the appearance of a conflict shall be avoided in all circumstances.
2. **ADHERENCE TO CONFLICT OF INTEREST POLICY.** CoC Board and committee members are expected to adhere to the CoC Conflict of Interest Policy, which requires the member to minimize conflicts of interest; disclose ethical, legal, financial, and other conflicts; and remove themselves from decision-making if they would otherwise be called on to act on a conflict involving themselves, their family members or entities with which they or their family members are closely associated. Under the policy, Board members are required to disclose actual or potential conflicts of interest, as well as certain relationships and transactions. No CoC Board member may participate in or influence discussions or resulting decisions concerning the award of a grant or other financial benefits to the organization that the member represents, pursuant to 24 CFR part 578.95.
3. **DEFINITIONS.** The CoC will assure that Board and committee members acknowledge the federal and state definitions of conflict of interest and are in full compliance with state and federal law.
  - a. Conflict of Interest definitions aligning with federal statute are:
    - i. **Conflict of Interest** generally means a situation in which a Board member or his or her immediate family member has, directly him- or herself or indirectly through another individual or entity, a personal or financial interest that compromises or could compromise the Board member's independence of judgment in exercising his or her responsibilities to the CoC.
    - ii. **Prohibited Conflict of Interest** means a conflict of interest that would prevent a Board member from serving on the Board or participating in any of the Board activities. A Board member who has a potential or actual Prohibited Conflict of Interest must resign from the Board. Prohibited Conflicts of Interest include: CoC compensation and employment; loans; federal employee status; use of CoC equipment, facilities, assets, or staff time for non-CoC purposes; and acceptance of gifts, gratuities, favors, or anything of monetary value.
    - iii. **Issue-Specific Conflict of Interest** means a conflict of interest that would prevent a Board member from voting on or being present during the discussion of a specific issue, such as votes on contracts and CoC leadership.
  - b. Oregon Revised Statutes Chapter 244 defines actual and potential conflict of interests for members of public bodies. No Board or committee member shall participate in a decision in which he or she has a private pecuniary interest. Affected members shall disqualify themselves from participation by written notification to the Board, as required by ORS 244.120.
    - i. **A potential conflict of interest** exists when a Board or committee member takes an action that reasonably could be expected to have a financial impact on that member, a relative, or a business with which the member or member's relative is associated. The member may participate in an action after declaring the potential conflict and announcing its nature.

- ii. **An actual conflict of interest** exists when an action is reasonably certain to result in a special benefit or detriment to the member, a relative, or a business with which the member or member's relative is associated. The member will declare the actual conflict and announce its nature. The member must then refrain from taking any official action, except when the member's vote is necessary to achieve a quorum. When a vote is necessary to achieve a quorum, the member may vote, but may not participate in any discussion or debate on the issue out of which the actual conflict arises.
4. **PENALTIES.** A Board member who purposefully conceals a conflict of interest, refuses to recuse him- or herself from voting, or engages in other conduct that violates the CoC Conflict of Interest policy will be subject to removal from the Board.
5. **ANNUAL DECLARATION.** Board and committee members are to annually receive a copy of the CoC Conflict of Interest Policy, sign the CoC's Conflict of Interest form, and submit the form to CoC staff.

## **B. CODE OF CONDUCT**

1. **GENERAL PROVISIONS.** CoC members are expected to observe the highest standards of ethical conduct in the execution of their responsibilities, to conduct themselves with courtesy and respect, and to refrain from harassment, intimidation, discrimination, and physical or verbal abuse.
2. **CONFIDENTIALITY.** CoC members must respect and maintain the confidentiality of sensitive information they may gain from their association with the CoC. This may include personal information about community members experiencing homelessness.
3. **RESPONSIBILITY AND INTEGRITY.** In the performance of their duties, CoC members are expected to carry out CoC duties to the best of their abilities, and to maintain the highest standards of integrity for actions with other CoC members, including CoC Board members, service providers, service recipients, and members of the general public. CoC Board and committee members shall put forth honest effort in the performance of their duties to advance the CoC's mission, exercising sufficient control and supervision over matters for which they are individually responsible, and should not do anything to bring the full CoC or its members into disrepute.
4. **MISUSE OF POSITION.** Misuse of position is prohibited. A CoC member must not use his or her position with the CoC for personal gain or for the benefit of family or friends.
5. **COMMUNICATIONS.** CoC members shall make clear when communicating publicly or with the media, whether they are speaking in their own name, on behalf of their agency or organization, or on behalf of the CoC, if the CoC Board has empowered them to speak on the CoC's behalf.
6. **WASTE, FRAUD, AND ABUSE.** CoC members shall disclose waste, fraud, abuse, and corruption in the operation of the Continuum of Care to appropriate authorities.
7. **EQUAL OPPORTUNITY.** CoC Board members shall adhere to laws and regulations that provide equal opportunity for all people regardless of race, color, religion, gender, identity, national origin, ethnicity, sexual orientation, age, or disability.

8. **PENALTIES.** This Code of Conduct will be distributed annually to CoC members. Members in violation of any portion of this Code of Conduct will be subject to disciplinary action, which could include immediate termination from the CoC Board or CoC committees.
9. **ANNUAL DECLARATION.** Board members are to annually receive a copy of the Code of Conduct, acknowledge receipt by signing a form, and submit a copy of the signed form to CoC staff.

## ARTICLE IV. OPERATING THE CONTINUUM OF CARE

### A. CoC RESPONSIBILITIES

The CoC Board is responsible for assuring that the following responsibilities are accomplished, with broad participation from CoC stakeholders.

1. Hold meetings of the full membership, with published agendas, at least semi-annually, pursuant to 24 CFR part 578.7(a)(1).
2. Make an invitation for new members to join the CoC publicly available within the geographic area at least annually, pursuant to 24 CFR part 578.7(a)(2).
3. Adopt and follow a written process to select a board to act on behalf of the CoC. The process must be reviewed, updated, and approved by the CoC at least once every five (5) years, pursuant to 24 CFR part 578.7(a)(3).
4. Appoint additional committees, subcommittees, or workgroups, pursuant to 24 CFR part 578.7(a)(4).
5. In consultation with the Collaborative Applicant and HMIS Lead, develop, follow, and update annually a governance charter, which will include all procedures and policies needed to comply with Subpart B of part 578.7 and with HMIS requirements as prescribed by HUD; and a code of conduct and recusal process for the board, its chair(s), and any person acting on behalf of the board, pursuant to 24 CFR part 578.7(a)(5).
6. Consult with recipients and subrecipients to establish performance targets appropriate for population and program type, monitor recipient and subrecipient performance, evaluate outcomes, and take action against poor performers, pursuant to 24 CFR part 578.7(a)(6).
7. Evaluate outcomes of projects funded under the Emergency Solutions Grants (ESG) program and the CoC program, and report to HUD, pursuant to 24 CFR part 578.7(a)(7).
8. In consultation with recipients of Emergency Solutions Grants program funds within the geographic area, establish and operate either a centralized or coordinated assessment system that provides an initial, comprehensive assessment of the needs of individuals for housing and services. The CoC must develop a specific policy to guide the operation of the centralized or coordinated assessment system on how its system will address the needs of individuals and families who are fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, or stalking, but who are seeking shelter or services from nonvictim service providers. This requirement, along with requirements established by HUD by notice, is pursuant to 24 CFR part 578.7(a)(8).

9. In consultation with recipients of Emergency Solutions Grants program funds within the geographic area, establish and consistently follow written standards for providing CoC assistance, as further described in 24 CFR part 578.7(a)(9).
10. Designate and operate a single Homeless Management Information System (HMIS) for the geographic area, including designating a single system and an HMIS lead; reviewing, revising, and approving a privacy plan, security plan, and data quality plan for the HMIS; ensuring consistent participation of recipients and subrecipients in the HMIS; and ensuring that the HMIS is administered in compliance with HUD requirements, pursuant to 24 CFR part 578.7(b).
11. Develop a CoC plan that includes coordinating the implementation of a housing and service system that meets the needs of homeless individuals, including unaccompanied youth and families. The system shall include, at a minimum, outreach, engagement, assessment, shelter, housing, supportive services, and prevention strategies, pursuant to 24 CFR part 578.7(c)(1).
12. Plan for and conduct, at least biennially, a Point-in-Time Count of homeless persons within the geographic area, as described in 24 CFR part 578.7(c)(2).
13. Conduct an annual gaps analysis of the homeless needs and services available within the geographic area, pursuant to 24 CFR part 578.7(c)(3).
14. Provide information required to complete the Consolidated Plan(s) within the CoC's geographic area, pursuant to 24 CFR part 578.7(c)(4).
15. Consult with state and local government Emergency Solutions Grants program recipients within the CoC's geographic area on the plan for allocating Emergency Solutions Grants program funds and reporting on and evaluating the performance of Emergency Solutions Grants program recipients and subrecipients, pursuant to 24 CFR part 578.7(c)(5).
16. Prepare an application for funds that includes a collaborative process in response to a Notice of Funding Availability (NOFA) published by HUD under 24 CFR part 578.19.

## **B. CoC REPORTS**

The CoC Board shall approve the following reports and documents prior to releasing such reports and documents to the community:

1. CoC Program Project Priority List;
2. Inventory of Homeless Services;
3. Annual or Biennial Point-in-Time Count Report;
4. Housing Inventory Chart;
5. Longitudinal Systems Analysis (LSA); and
6. Homeless Coordinated Entry System Report.

### C. CoC CORRECTIVE ACTIONS PROCESS

1. **ANNUAL PROGRAM REVIEW.** CoC funded programs or projects will be reviewed by the Performance and Evaluation Committee annually, with findings reported to the CoC Board.
2. **RESPONSES TO IMPROVE PROGRAM PERFORMANCE.**
  - a. Should the Board determine that a program is not meeting established performance measures, staff will notify the program or project in writing. The organization overseeing the program or project will have the opportunity to provide additional performance information within 30 days of receipt of the CoC notification.
  - b. If the program or project's performance is related to certain items as determined by the CoC Board, such as, late Annual Performance Report submissions, unused funding, low utilization, low exits to permanent housing, low scores on income measures, or alignment of program participation with wait list protocols, the CoC Board may place a program on probation to improve its performance.
  - c. During the probationary period, the CoC will enter into a Performance Improvement Agreement with the program or project needing improvement, listing specific expectations and timeline.
  - d. CoC staff will facilitate technical assistance, as needed and available, as part of the Performance Improvement Agreement. The organization overseeing the program or project is responsible for requesting specific assistance in low-scoring performance areas and requesting clarifications from the CoC about performance measures and expectations.
  - e. The length of the probationary period will be proposed by the Performance and Evaluation Committee, negotiated by CoC staff, and approved by the CoC Board. Extensions may be requested for extenuating circumstances and are subject to Board approval. If the program or project does not fulfill the agreed-upon expectations included in the Performance Improvement Agreement, the Board may reduce funding or ranking, may reject future applications from that program or project for HUD CoC Program funds, or other remedies approved by HUD.

### D. DESIGNATING AND OPERATING A HOMELESS MANAGEMENT INFORMATION SYSTEM

1. **HMIS PURPOSE.** The primary purpose of the CoC's Homeless Management Information System (HMIS) is to aggregate data on homelessness across Marion and Polk counties to accurately describe the region's scope and evaluate the effectiveness of efforts to reduce and end homelessness. The CoC uses HMIS to:
  - a. Understand the characteristics and service needs of homeless people;
  - b. Analyze how homeless people use services;
  - c. Evaluate program effectiveness and outcomes;
  - d. Improve access to and delivery of services for people experiencing homelessness; and
  - e. Strengthen community planning and resource allocation.
2. **DESIGNATED HMIS ROLES.** Oregon Housing & Community Services (OHCS) is designated as the HMIS Lead Agency/Administrator. Portland Housing Bureau is the vendor that provides the licensed software for the HMIS system. Mid-Willamette Community Action Agency is designated as the CoC region's HMIS Coordination Entity, designated by the HMIS Lead to coordinate data collection and data analysis for the region. The CoC Board oversees the work of the HMIS partners.

3. **HMIS DECISIONMAKING AUTHORITY.** HMIS decisions which affect local CoC operations are made by the HMIS Administrator, in consultation with the HMIS Users Workgroup and HMIS Coordination Entity. HMIS decisions which affect CoCs participating in statewide HMIS implementation will be made by the Northwest Social Services Connections Committee, with representation from each CoC in Oregon. The HMIS Lead will keep CoC staff informed of issues and decisions and will provide a summary of key decisions to the CoC Board at least annually.
  
4. **HMIS LEAD RESPONSIBILITIES.** Oregon Housing & Community Services, as HMIS Lead, works closely with the CoC and is responsible for maintaining the CoC's HMIS system in compliance with HUD standards. OHCS is responsible for coordinating the following activities:
  - a. Providing operation, security, maintenance, system auditing, and technical support of HMIS central hardware, software, and connectivity;
  - b. Executing a written HMIS Participation Agreement with each Contributing HMIS Organization (CHO), which includes the role, obligations, and authority of the HMIS Lead and the organization and requirements to comply with security, privacy, and data quality plans;
  - c. Setting up and managing user accounts, access levels, and passwords;
  - d. Providing technical and user support for HMIS software, including agency account set-up, system monitoring and testing, problem diagnosis and resolution, and routine software and information maintenance;
  - e. Providing and coordinating ongoing training and technical support for the system;
  - f. Ensuring consistent HMIS participation by CoC and Emergency Shelter Grant (ESG) recipients and subrecipients;
  - g. Maintaining and updating a Privacy Plan, Security Plan, and Data Quality Plan;
  - h. Ensuring the accuracy of data including regularly assessing that all participating agencies are accurately and comprehensively capturing participant entry and exit dates and providing technical assistance to correct data quality challenges;
  - i. Coordinating regular end user meetings; i.e., HMIS Users Workgroup meetings, to discuss software updates, data entry, report writing, and system management issues;
  - j. Serving as point of contact for end user questions and concerns;
  - k. Assessing compliance with the CoC's HMIS Policies and Procedures Manual;
  - l. Maintaining contact with the software product developer to ensure consistent and uniform communication among product support personnel and the community;
  - m. Generating information on the community's homeless and housing situation for community planning, advocacy, and funder reporting requirements;
  - n. Assisting end users in the creation of custom reports and queries;
  - o. Providing regular aggregate data reports to participating agencies, CoC staff, and the CoC Board;
  - p. Reviewing and implementing product upgrades;
  - q. Completing the Annual Homeless Assessment Report;
  - r. Conducting regular data quality checks and providing reports to the CoC Board; and
  - s. Serving as the applicant to HUD for grant funds to be used for HMIS activities for the CoC's geographic area, as approved by the CoC Board.
  
5. **PROVIDER PARTICIPATION.** Any organization within the CoC geographic region that receives Continuum of Care Program and Emergency Solutions Grant (ESG) funds must participate in HMIS as a Contributing HMIS Organization (CHO). In addition, the CoC encourages all providers of services to homeless individuals and families within the CoC geographic area, regardless of whether they receive CoC or ESG funds, to become a CHO and include their data in HMIS.

6. **HMIS MANUAL.** To ensure compliance with HUD requirements, the HMIS Lead, in collaboration with the HMIS Coordination Entity, HMIS Users Workgroup and other stakeholders, is responsible for developing and annually reviewing and updating the CoC's HMIS Policies & Procedures Manual. The manual provides the framework for the ongoing operations of the HMIS system. It includes the CoC's privacy, data quality, and security plans for the HMIS system. At any time, the HMIS Lead, HMIS Coordination Entity, HMIS Users Workgroup, or CoC Collaborative Committee may identify elements of policies or procedures or other HMIS-related plans that need to be revised. Recommendations for revisions are to be submitted to the HMIS Lead. The HMIS Lead will present the HMIS Policies & Procedures Manual to the CoC Board annually, or more frequently if significant substantive changes are proposed.

## **E. PREPARING AN APPLICATION FOR FUNDS**

1. **PURPOSE.** A major function of the Continuum of Care is to prepare and oversee the applications for CoC funds administered by HUD under the McKinney-Vento Homeless Assistance Act. The CoC Program is designed to assist individuals and families experiencing homelessness and to provide the services needed to help them move into housing, with the goal of long-term stability. The CoC Program funds important housing and services programs, such as permanent housing (including permanent supportive housing and rapid re-housing), transitional housing, and supportive services programs. HUD CoC Program funds are granted annually based on a national competition following the release a Notice of Funding Availability (NOFA). Recipients of Emergency Solutions Grant funds, another homeless assistance grant administered under the McKinney-Vento Act, are required by HUD to coordinate with the CoC. The CoC addresses that requirement through coordinating with the ESG review and ranking process and ESG scoring tool development.
2. **COLLABORATIVE APPLICANT.** The Mid-Willamette Valley Council of Governments (COG) is designated as the CoC Collaborative Applicant and is responsible for leading and supporting all aspects of the annual HUD CoC NOFA application process, including submission of the Consolidated Application.
3. **PROJECT REVIEW PROCESS**
  - a. Immediately after HUD's Continuum of Care Program NOFA is released, the Collaborative Applicant will coordinate and carry out the activities needed to successfully submit a Consolidated Application on behalf of the CoC.
  - b. Tasks required for project review in preparation for NOFA submission include the following:
    - i. Prior to the NOFA release, the Collaborative Applicant will develop a draft timeline for the NOFA process and design scoring tools and any corresponding local application materials to assist in the review and ranking of renewal and new project applicants. Review and ranking materials will take into consideration both local and HUD priorities.
    - ii. Scoring tools and the draft timeline will be reviewed by the Performance and Evaluation Committee and recommended to the CoC Board for approval.
    - iii. Upon publication of the NOFA, the Collaborative Applicant will schedule and publicize a date and time for a Technical Assistance Workshop and finalize the timeline and priorities for the NOFA process.
    - iv. Applicants may participate in the Technical Assistance Workshop. At the workshop, the Collaborative Applicant will present an overview of the NOFA and the process for reviewing and ranking applications. The orientation will describe HUD application requirements, supplemental local application materials, the scoring tool, and applicable deadlines and dates. Applicants will also have an opportunity to ask questions. The CoC's NOFA timeline and application materials will be posted in the CoC webpage.
    - v. Applicants will complete and submit application materials by the established deadline.

- vi. Late applications will not be accepted.
  - vii. As an exception to Article IV.D.3.b.vi., applicants with significant extenuating circumstances may submit a petition to CoC staff for an extension. Extensions require the approval of the CoC Board, or the CoC Executive Committee if delegated the authority for this purpose by the Board. It is anticipated that exceptions will be granted in very rare circumstances, and not applied in situations where advance planning could have resulted in the application being submitted timely.
  - viii. Incomplete applications cannot be supplemented with more information or materials to reach a level of completeness, once submitted to the CoC for review and ranking, but must be completed prior to HUD submission, if selected for funding.
  - ix. A subcommittee of the Performance and Evaluation Committee is appointed by the CoC Board to review and rank project applications, as described in Article II, Section E. Subcommittee members receive and review application and scoring materials prior to the subcommittee meeting, in preparation to score each program's application.
  - x. The subcommittee of the Performance and Evaluation Committee meets to jointly discuss and critique each application and may interview applicants as part of the meeting. If applicant interviews are included in the review process, all applicants must have the opportunity for an interview. After discussion and any applicant interviews, subcommittee members individually score applications based on the scoring tools.
  - xi. A preliminary ranked list is created by the following procedures:
    - (a). A ranked list is prepared based on a composite of raw scores for each application.
    - (b). Applications that do not meet certain threshold requirements, as detailed on the scoring tool, will not be included on the ranked list.
    - (c). If the NOFA makes available bonus funds in a program area, the highest scoring eligible projects will be designated for bonus funding in those relevant program areas.
  - xii. The CoC's goals for priority funding are to promote high-performing projects in alignment with community and federal priorities. Scoring tools will reflect the community's implementation of local and federal priorities, as determined by the CoC Board.
  - xiii. Scores and subcommittee feedback on applications are sent to applicants, along with a reminder of the appeals process and deadline by the established deadline.
4. **REALLOCATION OF FUNDS.** HUD encourages CoCs to reallocate funds from projects with substandard performance to higher priority community needs that also align with HUD priorities and goals. Prior to the release of the NOFA, the Performance and Evaluation Committee facilitates a reallocation discussion, in consultation with the CoC Collaborative Committee and CoC Board. Scenarios for potential reallocation decisions, based on the CoC's gaps analysis and strategic plan, are provided to the Performance and Evaluation Subcommittee to consider during the ranking process. Final reallocation decisions are approved by the CoC Board.
5. **APPEALS.**
- a. **APPEALS COMMITTEE.** As described in Article II, Section E, appeals are considered by the Appeals Committee or Executive Committee, as designated by CoC Board. The Appeals Committee will be established only if an applicant requests an appeal.



- b. **ELIGIBILITY TO APPEAL.** Eligible applicants have the opportunity to appeal both their scores and preliminary rankings prior to the ranked list being finalized and approved by the CoC Board.
  - i. The following applicants are eligible to appeal:
    - (a). An applicant that receives less funding than applied for;
    - (b). An applicant that is ranked below Tier 1;
    - (c). An applicant that is ranked in the bottom third of Tier 1;
    - (d). An applicant that believes its score is not reflective of the application information provided;
    - or
    - (e). An applicant that can describe bias or unfairness in the process that warrants the appeal.
  - ii. Applicants that have not met the threshold requirements are not eligible to appeal.

c. **APPEALS PROCESS**

- i. Appeals must be received in writing with supporting documentation by the established deadline.
- ii. Notices of appeal must be based on the information submitted by the application deadline. No additional or new information will be considered.
- iii. The notice of appeal must include a written statement specifying in detail the grounds and rationale asserted for the appeal.
- iv. Valid appeals will be read, reviewed, and evaluated by the Appeals Committee, that will meet to consider and deliberate appeals, based on the applicant's appeal statement and the application materials that the applicant originally submitted to the CoC.
- v. The Appeals Committee will make modifications to the preliminary list, based on the results of the appeals process. Appeals Committee decisions must be supported by a 2/3 majority vote.
- vi. The appealing agency will receive a written decision of the Appeals Committee within two (2) business days of the Appeals Committee meeting.
- vii. Appeals Committee decisions result in the final prioritized list submitted for approval to the CoC Board.

6. **FINAL PRIORITIZED LIST OF APPLICATIONS**

- a. A final ranked project list is submitted to the CoC Board for review and approval after appeals have been determined and the Appeals Committee has made any modifications to the preliminary prioritized list. Any Board member with a conflict of interest must recuse himself or herself from all related discussions and abstain from voting on the final priority list. As stated in Article II, Section A, and Article III, Board members with conflicts of interest are subject to removal from the Board.
- b. The Collaborative Applicant submits the CoC's approved Consolidated Application to HUD prior to the HUD NOFA deadline.
- c. Conditional award funding is typically based upon the prioritized list of Project Applicants that is submitted; however, actual awards and award amounts are determined by HUD.

## ARTICLE V. CHARTER AMENDMENTS

1. **PROCESS.** This governance charter may be amended at any CoC Board meeting by a 2/3 majority vote of the appointed, voting Board membership. Copies of proposed amendments will be available for review at least one week prior to the Board meeting at which the proposed amendments are considered. The Board will seek prior review and recommendation by the CoC Collaborative Committee of any amendments to the charter, unless circumstances require an immediate change. In the latter situation, CoC staff will provide an explanation of the circumstances and provide opportunity for comments and input prior to and as part of the Board meeting.
2. **FREQUENCY OF REVIEW.** The CoC Collaborative Committee and Board will review this charter annually.

<b>2020 Contributions</b>		
<b>Mid-Willamette Valley Homeless Alliance</b>	<b>2019-20 Memorandum of Agreement</b>	<b>2020-21 ORS 190 Entity</b>
<b>Jurisdiction</b>		
<b>Marion County (less member cities)</b>	\$ 45,000	\$ 40,000
City of Aumsville		
City of Aurora		
City of Detroit		
City of Donald		
City of Gates		
City of Gervais		
City of Hubbard		
City of Idanha		
City of Jefferson		
<b>City of Keizer</b>	\$ 5,000	\$ 10,000
City of Mill City		
City of Mt. Angel		
City of St. Paul		
City of Scotts Mills		
City of Silverton		
City of Stayton		
City of Sublimity		
City of Turner		
City of Woodburn		
<b>Polk County (less member cities)</b>	\$ 6,000	\$ 6,000
City of Dallas		
City of Falls City		
<b>City of Independence</b>	\$ 5,000	\$ 5,000
<b>City of Monmouth</b>	\$ 5,000	\$ 6,000
MARION AND POLK COUNTIES		
<b>City of Salem</b>	\$ 45,000	\$ 40,000
<b>SPECIAL DISTRICTS</b>		
Salem Area Transit District		
Chemeketa Community College		
<b>Salem/Keizer School District</b>	\$ 5,000	TBD
Willamette ESD		
Confederated Tribes of the Grand Ronde		
Community of Oregon	\$ 3,000	\$ 3,000
<b>NONPROFIT ORGANIZATIONS</b>		
<b>Salem Health</b>	\$ -	**
<b>Union Gospel Mission of Salem</b>	\$ 1,000	**
<b>United Way of the Mid-Willamette Valley</b>	\$ 1,000	**
<b>Mid-Willamette Valley Community Action Agency</b>	*	**
<b>TOTALS</b>	<b>\$ 121,000</b>	<b>\$ 110,000</b>

\*Denotes in-kind credit for system supports

\*\*Non-governmental contributions require a separate agreement.

**MID-WILLAMETTE VALLEY COUNCIL OF GOVERNMENTS  
SCOPE OF WORK FOR THE MID-WILLAMETTE VALLEY HOMELESS ALLIANCE**

COG shall undertake the following items in performance of this Agreement:

1. Finance

- a. Manage and process accounts payable and accounts receivable,
- b. Maintain records of project expenditures and revenues in COG financial management system,
- c. Maintain copies of personal services contracts and other contracts for goods and services under this Agreement,
- d. Provide monthly financial report to the Alliance Board,
- e. Provide support to and project financial statements in annual audit,
- f. Incorporate project expenditures and revenues into COG budget forecast; prepare budget documents for Alliance Board approval,
- g. Provide documentation of internal controls and other financial policies and procedures to HUD upon request,
- h. Manage HUD planning grant, when awarded. Assure planning grant expenditures made by the project are allowable per HUD regulations,
- i. Prepare any required financial reports associated with the planning grant,
- j. Accept and record Alliance member contributions, and
- k. Invoice members for annual project contributions and track contribution receipts.

2. Administrative Support

- a. Attend Alliance Board meetings and executive committee meetings, prepare draft minutes, and maintain meeting records,
- b. Assist the Alliance in scheduling meetings and other meeting-related tasks, including merging documents for the meeting packet,
- c. Schedule meeting space, when available; facilitate meeting logistics and preparation, including setting up meeting space, copying documents, making name cards, setting up laptop and PowerPoint equipment, connecting participants through conference phone,
- d. Maintain email lists, in conjunction with the Alliance,
- e. Notice meetings per Public Meetings Law requirements,
- f. Assist the Alliance in preparing and disseminating a quarterly Alliance newsletter. COG is not responsible for creating or obtaining content for the newsletter, and
- g. Maintain Homeless Initiative web page on the COG website and provide up to six (6) hours a month of IT support for the newly acquired and licensed Homeless Initiative web page.

3. Executive Director Support

- a. Negotiate and approve goods and personal service contracts and contract amendments, upon request of the Alliance,
- b. Approve payments for monthly invoices,
- c. Provide executive level advice and support in working with the COG board of directors and COG members,
- d. Authorize legal services, upon request of the Alliance,

- e. Authorize IT services, upon request of the Alliance,
  - f. Attend MWVHA board meetings, as needed, and
  - g. Serve as the Collaborative Applicant for the 2020 NOFA process, sign required application documents.
4. IT Support
- a. Support development and maintenance of the Alliance website, and
  - b. Other projects, upon request of the Alliance and approval of Executive Director.
5. Legal Services, upon request of the Alliance and approval of Executive Director.
6. Rates for services provided by COG are set forth COG's fee schedule, attached hereto as Exhibit 1 (COG Board of Directors Resolution 2019-06). COG modifies its fee schedule annually on or about on July 1 of each year. COG may modify the fees under this Agreement by not more than 15% for any individual fee, upon adoption of a fee schedule for the 20-21 fiscal year and providing the Member Governments 10-days' notice of the modified fees. The rates for services set forth herein apply to this Agreement and COG reserves the right to propose different rates in any future agreement pursuant to COG's adopted fee schedule.

BEFORE THE BOARD OF DIRECTORS  
FOR THE MID-WILLAMETTE VALLEY COUNCIL OF GOVERNMENTS  
In the matter of establishing rates for services provided member and other entities on a fee-for-service basis.

**RESOLUTION 2019-06**

**WHEREAS**, the Mid-Willamette Valley Council of Governments (COG) is an intergovernmental entity established by agreement among the participating jurisdictions pursuant to their home rule authority and ORS 190.019.

**WHEREAS**, the agreement establishing the COG and ORS 190.020 allows the COG to enter into intergovernmental agreements for the delivery of services to its member governments

**WHEREAS**, the COG presently offers a host of fee-for-service programs on a contractual basis with its member governments to include land use planning, housing rehabilitation loan administration, revolving loan program administration, legal services, executive recruiting, and other technical services; and

**WHEREAS**, the Board of Directors for the COG desires to set rates for such services that are affordable for members and where feasible recover the COG's costs of providing such services,

**NOW, THEREFORE, BE IT RESOLVED** BY THE BOARD OF DIRECTORS OF THE MID-WILLAMETTE VALLEY COUNCIL OF GOVERNMENTS:

That the following rates shall take effect for the COG's fee-for-service program beginning July 1, 2019, and ending June 30, 2020, unless sooner amended:

Member Services

Recruitment Services:

Population	Fee
Up to 1,000	\$5,938
1,001 to 5,000	\$8,097
Over 5,000	\$10,256
Non-member Entities	\$16,193
Background Check Services	\$500/background check

Legal Services

General Counsel Services	\$156 per hour
Hearings Officer Services	\$175 per hour

Miscellaneous Technical Services

Executive Director	\$200 per hour
Support Staff	\$80 per hour

### Community Development Services

Land Use Planning (small cities)*	
Senior Planner	\$87 per hour
Associate Planner	\$85 per hour
GIS Analyst	\$89 per hour
Support Staff	\$60 per hour
Grants Administration*	
Grants Administration Specialist	\$76 per hour
Support Staff	\$60 per hour
Housing Rehab Services*	
Grants Administration Specialist	\$76 per hour
Economic Development Services*	
Development Director	\$113 per hour
Senior Planner	\$95 per hour
Associate Planner	\$85 per hour
GIS Analyst	\$89 per hour
Support Staff	\$60 per hour

\*(Any contracts that exceed a 1 year period shall be charged at the above rates plus 5%.)

### GIS/Data Services

GIS Services	
Member Rate	\$89 per hour
Non-profit Rate	\$94 per hour
For Profit Rate	\$108 per hour
Modeling Services	
Member Rate	\$102 per hour
Non-profit Rate	\$107 per hour
For Profit Rate	\$120 per hour

### Loan Program Services

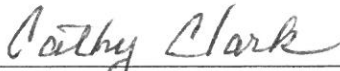
Administration of Member Revolving Loan Programs	
Program Manager	\$108 per hour
Loan Officer	\$77 per hour
Servicing Specialist	\$60 per hour
Loan Underwriting, packaging and Closing Services	1.5 % of Loan Amount, Minimum
Fee - \$800	
Loan Servicing and Reporting	\$1,800 annually

SBA Loans

Program Manager	\$108 per hour
Loan Officer	\$77 per hour
Servicing Specialist	\$60 per hour
Support Staff	\$60 per hour

**ADOPTED** by the Board of Directors of the Mid-Willamette Valley Council of Governments at Salem, Oregon this 19th day of March, 2019.

ATTEST

  
\_\_\_\_\_  
Cathy Clark, Chair  
COG Board of Directors

  
\_\_\_\_\_  
Sean O'Day  
Executive Director