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AGENDA COVER MEMO

AGENDA DATE: July 16, 2003  
TO: BOARD OF COUNTY COMMISSIONERS  
DEPARTMENT: Health & Human Services  
PRESENTED BY: Rob Rockstroh



AGENDA TITLE: IN THE MATTER OF ACCEPTING REVENUES IN THE AMOUNT OF \$1,675,245 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**

TO ACCEPT REVENUES IN THE AMOUNT OF \$1,675,245 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, 2003 and ending June 30, 2005. Notice of available funding for FY 03-05 biennium was published in The Register Guard in May and June 2003. 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 2003/2004 and FY 2004/2005.

**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 \$1,675,245 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 03/04 and FY 04/05

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**THE BOARD OF COUNTY COMMISSIONERS, LANE COUNTY, OREGON**

**ORDER:** ) IN THE MATTER OF ACCEPTING REVENUES IN THE AMOUNT  
) OF \$1,675,245 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 03/05 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 \$1,675,245 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 03/04; and

IT IS FURTHER ORDERED, that the subcontracts are awarded as described in Attachment B FY 03/04, and Attachment B FY 04/05; and

IT IS FURTHER ORDERED, that Lane County delegate authority to the County Administrator to sign the fiscal FY 03/04 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 03/04 and FY 04/05 in the Department of Health & Human Services.

DATED this \_\_\_\_\_ day of July, 2003.

APPROVED AS TO FORM

Date 7/7/03 Lane County

Hadlow  
OFFICE OF LEGAL COUNSEL

\_\_\_\_\_  
Peter Sorenson, 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 interests 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 03/04 Funds Paid by Eugene and Springfield		
Funding Source	Funding Amount	Account Number
City of Eugene General Fund	\$751,676	455120-285-3427030
City of Eugene General Fund	\$258,989	455120-285-3427033
City of Eugene General Fund	\$17,300	455120-285-3427031
City of Eugene Community Development Block Grant	\$404,350	455120-285-3427032 20043414218
City of Springfield General Funds	\$109,176	455160-285-3427030
City of Springfield General Funds	\$10,054	455160-285-3427033
City of Springfield Community Development Block Grant	\$123,700	455160-285-3427032 20043414218
<b>TOTAL</b>	<b>\$1,675,245</b>	

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.

LANE 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, 2003 and ending June 30, 2005 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, 2003 and ending June 30, 2005; and
7. The City Councils of Eugene and Springfield and the Lane County Board of Commissioners, upon making a determination of the need for human services, did authorize a total appropriation of **\$8,364,736** for the Human Services Commission Fund for services and local administration during the fiscal year ending June 30, 2004.

## **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 & Human Services shall manage the Human Services Program. An Intergovernmental Committee, hereinafter referred to as Human Services Commission, 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 & 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 **\$516,399**. Additionally, the County will use private, local, state and federal funds in the amount of **\$5,826,029** to support services, which includes carryover funds in the amount of **\$347,063**. Eugene agrees to participate in the funding of services in the amount **\$921,965** from its General Fund and **\$389,350** from Community Development Block Grant funds (CDBG); and Springfield agrees to participate in funding for services in the amount of **\$119,230** from its General Fund and **\$113,700** from Community Development Block Grant funds (CDBG). Budgeted prior year CDBG expenses in the amount of **\$25,000** are reflected in the FY 02/03 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 Human Services Commission service plan for FY 03/04 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 Human Services Commission 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 Service 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 Exhibits E and F.
  - d. The parties agree to budgeted expenses for the administration of the Human Services Commission program to be paid from the HSC funds in the amount of **\$199,248**. 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 agreement 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

The term of this Agreement is from July 1, 2003 through June 30, 2004. 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 Exhibits 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  
FY 03/04**

**LANE COUNTY**

**CONTRIBUTION**

General Fund Contribution	\$ 516,399
State and Federal Funds	5,400,239
Private/Local Contributions	425,790
Carry Forward Funds	<u>347,063</u>

**Subtotal \$ 6,689,491**

**CITY OF EUGENE**

General Fund Contribution	\$ 921,965
General Fund Contribution *Safe & Sound Project	70,000
Community Development Block Grant	389,350
Community Development Block Grant Prior Year Expenses	15,000
Department of Public Safety	<u>36,000</u>

**Subtotal \$ 1,432,315**

**CITY OF SPRINGFIELD**

General Fund Contribution	\$ 119,230
Community Development Block Grant	113,700
Community Development Block Grant Prior Year Expenses	<u>10,000</u>

**Subtotal \$ 242,930**

\*Estimated Expenses

**Grand Total \$ 8,364,736**

## 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, 2003 through June 30, 2004:

#### I. Contract Monitoring

- A. Conduct quarterly monitoring of agency contracts compliance by reviewing program reports, minutes, and financial statements.
- B. Conduct semi-annual 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 schedules for subcontractors.
- B. Track receipt of revenues from Eugene and Springfield and disbursements of the funds to subcontracted agencies.
- C. Bill the 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 the 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 03/04**

<b><u>Program Coordination:</u></b>	<b><u>FTE:</u></b>	<b><u>\$ Amount</u></b>
HSC Program Manager	.45	\$ 45,750
<b><u>Program Implementation/Contracting/Evaluation:</u></b>		
Administrative Assistant	.37	24,719
<b><u>Support Staff</u></b>		
Sr. Office Assistant	.58	28,693
Accounting Clerk 2	.83	<u>38,830</u>
Subtotal Personnel Services	2.23	\$ <u>137,992</u>
Materials and Supplies		<u>22,139</u>
<b>TOTAL MANAGEMENT BUDGET</b>		<b><u><u>\$ 160,131</u></u></b>

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**Additional Overall Program Costs Paid from Cities/County Funds:**

<b>County Indirect Charges:</b>		
Information Services/Computer	\$	11,774
Indirect and Overhead Charges		<u>27,343</u>
<b>TOTAL ADDITIONAL PROGRAM COSTS</b>	<b>\$</b>	<b><u><u>39,117</u></u></b>

**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, 2003 through June 30, 2004. 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 2003 Family Income Guidelines for Eugene, Oregon.

HOUSEHOLD SIZE	30%	50%	80%
	EXTREMELY LOW INCOME	VERY LOW INCOME	LOW INCOME
1	\$10,700	\$17,800	\$28,500
2	\$12,200	\$20,350	\$32,600
3	\$13,750	\$22,900	\$36,650
4	\$15,250	\$25,450	\$40,700
5	\$16,500	\$27,500	\$44,000
6	\$17,700	\$29,500	\$47,250
7	\$18,950	\$31,550	\$50,500
8	\$20,150	\$33,600	\$53,750

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.





