AGENDA
JOINT MEETING OF THE MID-WILLAMETTE VALLEY HOMELESS ALLIANCE AND ORS 190 ENTITY BOARD OF DIRECTORS

Thursday, July 11, 2024
3:00 P.M.-5:00 P.M.

Mid-Willamette Valley Council of Governments Conference Room A 100 High Street SE, Suite 200, Salem, Oregon
See next page for virtual meeting connection

A. (3:00) WELCOME ..... **Chair Gordon**

B. (3:05) ALLIANCE BOARD CONSENT AGENDA ..... **Chair Gordon**
Action: Items include approval of: (1) agenda; (2) 06-13-24 joint board meeting minutes (pages 4-12); (3) appoint PIT Count Workgroup members (page 13); (4) appoint Jeremy Gordon and Christine Sommer as co-chairs of the PIT Count Workgroup; (5) accept the resignations of Shawntel Black, Jamie Knueppel, Lawrenza Gann, Hunter Belgard and Dana Tenoso from the HMIS Users Workgroup; and (6) accept the resignation of Elliott Lapinel from the Performance and Evaluation Committee. Any consent item may be considered as a separate action item at the request of any board member. ***Staff recommendation:*** *Approve the consent agenda.*

C. (3:10) ORS 190 ENTITY BOARD CONSENT AGENDA ..... **Chair Gordon**
Action: Items include approval of: (1) contract amendment extending term of contract with Harrang Long for legal services (page 14); (2) letters to transfer HUD's Coordinated Entry grant from Mid-Willamette Valley Community Action Agency to the ORS 190 Entity (pending); (3) amendment of Emergency Order contract with Salem Housing Authority to increase dollar amount as awarded in June 2024 (pages 15-28); (4) contract amendment extending the term of contract with Carla Munns for Backbone support (pending); and (5) contract amendment extending term of contract with City of Salem for Affordable Housing, Diversity, Equity and Inclusion, and Point-in-Time Count projects (pages 29-30). Any consent item may be considered as a separate action item at the request of any board member. ***Staff recommendation:*** *Approve the consent agenda.*

D. (3:15) ORS 190 ENTITY BOARD BUSINESS ..... **Chair Gordon**
During May's meeting, the board considered a contract with Jan Calvin. Due to a procedural error, the contract must be revisited (pending).
Action: contract with Calvin for services through November 30, 2024. ***Staff recommendation:*** *Approve as presented.*

E. (3:20) PUBLIC COMMENT ..... **Chair Gordon**
Opportunity for members of the public to share their thoughts with the Alliance and ORS 190 Entity boards of directors.

F. (3:25) FUNDING FOR ADDITIONAL EO NEEDS ..... **Lozier**
Lozier will update the board on unexpected needs by partners carrying out the Governor's Emergency Order (EO) and make a recommendation to re-allocate funds to help meet these needs.
Alliance Action: increase funding allocation to Mid-Willamette Valley Community Action Agency (MWVCAA) by $459,172 and Church at the Park (CATP) by $727,495 to address unexpected needs (pages 31-34).

ORS 190 Action: increase funding allocation to Mid-Willamette Valley Community Action Agency (MWVCAA) by $459,172 and Church at the Park (CATP) by $727,495 to address unexpected needs (pages 31-34).

ORS 190 Action: approve necessary budget change requests for re-allocation of HB 5019 and SB 5511 administrative funds and SB 5511 Unit Access funds.
Staff recommendation: *approve as presented.*

G. (3:40) HEALTH, HOUSING, AND HOMELESS SERVICES.....Lozier

Lozier will share information on recent work with the Health and Safety Subcommittee and others regarding health-related needs of people experiencing homelessness. She will make a set of recommendations to advance work to address ongoing needs.
Alliance Action-approve the following slate of items:

- Recommendation to make the Health and Safety Subcommittee, a committee.
- Health and Safety Committee charter.
- Revisions to the MWVHA governance charter.
- Appointment of Christina Bertschi and Josie Silverman-Méndez as co-chairs of the Health and Safety Committee.

ORS 190 Action: approve the agreement with the Willamette Health Council to accept funds for the Health, Housing, and Homelessness Services Initiative (pending).
Staff recommendation: *approve as presented.*

G. (4:10) GOVERNOR'S EMERGENCY DECLARATION/MULTI AGENCY COORDINATION (MAC) GROUP UPDATES.....Chair Gordon

June's report to Oregon Emergency Management (OEM) is included on page 35. Opportunity for the board to ask any questions regarding the report of status of work initiated by the Governor's Emergency Order.

E. (4:20) JURISDICTION/ORGANIZATION UPDATES.....All

Discussion: Opportunity to share good news, hot topics, recent events, and any identified needs or resources.

F. (4:30) OTHER BUSINESS.....All

G. (5:00) ADJOURNMENT.....Chair Gordon

Supplemental information:

- Alliance Workplan (pending)
- Budget Report (pending)
- Board and Executive Meeting Schedule (pending)
- Contractor timesheets and invoices (pending)

Zoom Link: https://wesd.zoom.us/j/92702637244?pwd=aHp6UTlQaFl1TktVam9CU3lubUsrZz09

Meeting ID: 927 0263 7244
Passcode: 723093 One tap mobile +13462487799,,92702637244#,,,,*723093#

Contact Jan Calvin at 503.551.4352, or the MWVCOG central line at 503.540.6200 if you are experiencing difficulties in connecting to the meeting.

Staff Contacts: Elaine Lozier – 503.540.1620, elaine.lozier@mwvhomelessalliance.org, Jan Calvin – 503.551.4352, calvin.jan@yahoo.com

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MINUTES OF June 13, 2024

MID-WILLAMETTE VALLEY HOMELESS ALLIANCE ORS 190 ENTITY
JOINT BOARD MEETING

In person and Videoconference Via Zoom, 3:00 p.m.

MEMBERS PRESENT
CHAIR: Commissioner Jeremy Gordon, Polk County
VICE CHAIR: Mayor Chris Hoy, City of Salem
Commissioner Danielle Bethell, Marion County
Councilor Kathy Martin-Willis, City of Independence
Mayor Cathy Clark, City of Keizer
Councilor Christopher Lopez, City of Monmouth
Renee Pfeffer, Navigator, Law Enforcement Assisted Diversion (LEAD)
Zaira Flores Marin, Director, Marion & Polk Counties CCO
Tribal Councilwoman Lisa Leno, Confederated Tribes of the Grand Ronde
Christy Perry, former Superintendent representing Salem-Keizer Public Schools
Dan Clem, Executive Director, Union Gospel Mission of Salem
Leilani Slama, Chief Communications and Community Relations Officer, Salem Health
Rhonda Wolf, CEO, United Way of the Mid-Willamette Valley
Josie Silverman-Méndez, Deputy Director, Willamette Health Council
Sarah White, Director, Sheltering Silverton, Co-Chair, CoC Collaborative Committee
Jason Icenbice, Executive Director, Marion County Housing Authority (MCHA)
Jimmy Jones, Executive Director, Mid-Willamette Valley Community Action Agency
Nicole Utz, Housing Administrator, Salem Housing Authority

MEMBERS ABSENT
David Zepeda, Subject Matter Expert
Christine Sommer, Marion County Housing Authority, Co-Chair, CoC Collaborative Committee
Eric Enderle, Veteran Services Officer, Polk County Veteran Services
Christian Edelblute, Executive Director, West Valley Housing Authority

ORS 190 ENTITY BOARD
MEMBERS PRESENT
PRESIDENT: Commissioner Jeremy Gordon, Polk County
VICE PRESIDENT: Mayor Chris Hoy, City of Salem
Mayor Cathy Clark, City of Keizer
Councilor Kathy Martin-Willis, City of Independence
Tribal Councilwoman Lisa Leno, Confederated Tribes of Grand Ronde
Councilor Christopher Lopez, City of Monmouth
Commissioner Danielle Bethell, Marion County
Christy Perry, former Superintendent representing Salem-Keizer School District
Councilor John Oberst, City of Monmouth for Councilor Christopher Lopez
Brent Demoe, Director of Polk County Family & Community Outreach for Commissioner Gordon

MEMBERS ABSENT
None.

OTHERS PRESENT
Elaine Lozier, MWVHA Executive Director
Jan Calvin, MWVHA Consultant
Amber Mathiesen, MWVCOG Finance Director
Kyle Robertson, MWVCOG Senior Accountant
Renea Oravetz, MWVCOG Administrative Assistant

WELCOME AND INTRODUCTIONS
Commissioner Gordon called the meeting to order at 3:00 p.m. Gordon noted the presence of a quorum.

ALLIANCE BOARD CONSENT AGENDA
MOTION: By Clem, **SECONDED by** Hoy, to **APPROVE THE ALLIANCE BOARD CONSENT AGENDA.**
(1) agenda
(2) 05-09-2024 joint board meeting minutes
(3) resignation of Lawrenza Gann from the HMIS Users Workgroup
(4) appointment of Erin Benjamin and Lynn Marquez to the Coordinated Entry Committee and HMIS Users Workgroup;
(5) appointment of Shanta Frisbee as chair of the Coordinated Entry Committee
(6) Dignity Lens as recommended by the Collaborative Committee
(7) recommendation to pause the Performance & Evaluation Committee
Discussion: None. Motion carried.
IN FAVOR: Gordon, Hoy, Bethell, Clark, Martin-Willis, Lopez, Pfeffer, Flores Marin, Leno, Perry, Clem, Slama, Wolf, Silverman-Méndez. **OPPOSED:** None. **ABSTAINED:** None.

ORS 190 ENTITY CONSENT AGENDA
Gordon requested that item 2 be pulled from the consent agenda so that he could declare a conflict and abstain.
MOTION: By Hoy, **SECONDED by** Clark, to **APPROVE THE CONSENT AGENDA, AS AMENDED.**
(1) 04-29-2024 special board meeting minutes
(3) approve contract amendment with OHCS, extending the performance period of HB 5019 (Governor's Emergency Order) funding until June 30, 2024
(4) approve contract amendments extending the performance period for subgrantees awarded through HB 5019 (Governor's Emergency Order) through Jun 30, 2025
(5) approve contract amendment with Church at the Park for Polk County scope of work
Discussion: None.
Motion carried.
IN FAVOR: Gordon, Hoy, Clark, Leno, Lopez, Martin-Willis, Bethell, Perry. **OPPOSED:** None.
ABSTAINED: None.
Mayor Hoy took over as Chair to consider (2) approve budget change request from Polk County Family and Community Outreach for Street Outreach.
MOTION: By Clark, **SECONDED by** Perry, to **APPROVE THE CONSENT AGENDA, AS AMENDED**

Discussion: None.
Motion carried.
IN FAVOR: Hoy, Clark, Leno, Lopez, Martin-Willis, Bethell, Perry. **OPPOSED:** None.
ABSTAINED: Gordon

PUBLIC COMMENT

Michael Livingston provided a report on Community Action's Street Outreach Program. The report has three recommendations for Board action. The full comments are provided at the end of these minutes.

STRATEGIC PLANNING CONTRACT

Lozier gave a brief presentation on the Strategic Planning Process, recommending an extension of the contract with Joy Dickinson, which is included in the Budget under Materials & Services. Board members and committees will have the opportunity for feedback on the draft goals. This process is meant to be completed in February 2025.
MOTION: By Hoy, **SECONDED by** Lopez, to **CONSIDER APPROVAL OF CONTRACT AMENDMENT WITH JOY DICKINSON FOR STRATEGIC PLANNING EFFORTS.** Discussion: None. Motion carried.
IN FAVOR: Gordon, Hoy, Clark, Leno, Lopez, Martin-Willis, Bethell, Perry. **OPPOSED:** None.
ABSTAINED: None.

LONG-TERM RENT ASSISTANCE

Mayor Hoy, Commissioner Gordon and Councilor Lopez declared a conflict of interest and the gavel was handed to Mayor Clark.
Calvin gave a presentation about the Long-Term Rent Assistance Plan (LTRA), as designed by a work group consisting of a dozen organizations. Three products for the Board to approve today: 1. Roles and responsibilities, 2. Implementation timeline, Local LTRA Plan. Final plan has a different drawdown timeline than the original plan proposed. Calvin described the plan for culturally specific programs, which includes compensation for participation in training and payment for language services.
MOTION: By Clem, **SECONDED by** Martin-Willis, to **APPROVE THE LTRA PLAN AS PRESENTED, INCLUDING THE UPDATED DRAWDOWN PLAN.**
Discussion: None. Motion carried.
IN FAVOR: Clark, Martin-Willis, Pfeffer, Flores Marin, Leno, Perry, Clem, Slama, Wolf, Silverman-Mendez. **OPPOSED:** None. **ABSTAINED:** Gordon, Hoy, Bethell, Lopez.

REHOUSING SERVICES

Mayor Hoy, Commissioner Gordon and Councilor Lopez declared a conflict of interest and the gavel was handed to Mayor Clark.
Lozier provided a few comments about the process. There were many lessons learned through the Review and Recommendations (R&R) Committee process. Calvin referred to the packet with the 12 letters of intent with 8 projects moving forward. The R&R Committee met twice to evaluate the strengths and weaknesses of the proposals. She recommended awarding as presented.
A question was asked about the low scoring for Shangri-La and Catholic Community Services. Calvin provided some insights regarding the application and mentioned that who is sent to the applicant workshop can impact the quality of the application. A follow-up appointment with the agencies is offered to provide information on how their

application was scored. Comments were made that better strategic planning and thinking as a network with collaboration would be preferred to competitiveness.

Alliance Action:

MOTION: By Leno, **SECONDED by** Perry, to **APPROVE THE REHOUSING SERVICES COMPETITION SUBGRANTEES AND AWARD AMOUNTS AS GRANTED.** Discussion: None. Motion carried.

IN FAVOR: Bethell, Clark, Martin-Willis, Pfeffer, Flores Marin, Leno, Perry, Clem, Slama, Wolf. **OPPOSED:** None. **ABSTAINED:** Gordon, Hoy, Silverman-Méndez, Lopez.

ORS 190 Action:

MOTION: By Martin-Willis, **SECONDED by** Perry, to **APPROVE DRAFT CONTRACT WITH OREGON HOUSING AND COMMUNITY SERVICES (OHCS) FOR OREGON REHOUSING INITIATIVE AND ALLOW PRESIDENT TO SIGN FINAL CONTRACT WITH NON-SUBSTANTIVE CHANGES.**

Discussion: Christy Perry asked if Gordon needs to delegate signature. After some discussion, it was determined that the ORS 190 Entity would be directing President Gordon to sign.

Motion carried. **IN FAVOR:** Clark, Martin-Willis, Perry, Leno, Gordon. **OPPOSED:** None. **ABSTAINED:** Hoy, Bethell, Lopez.

There was some conversation whether the first Alliance Action should have actually been an ORS 190 Action and it was determined that it should have also been an ORS 190 Action as well.

ORS 190 Action:

MOTION: By Martin-Willis, **SECONDED by** Perry, to **APPROVE THE REHOUSING SERVICES COMPETITION SUBGRANTEES AND AWARD AMOUNTS AS GRANTED.**

Discussion: **MOTION TO AMEND THE MOTION ON THE TABLE**: By Perry, **SECONDED** by Martin-Willis, **TO COMPEL ALL THOSE WITH CONFLICTS TO VOTE RATHER THAN SINGLE OUT AN INDIVIDUAL TO VOTE TO MEET QUORUM**.

Discussion: Do we need all three people to have a quorum? The response was no, so Perry withdrew her motion **TO COMPEL ALL THOSE WITH CONFLICTS TO VOTE RATHER THAN SINGLE OUT AN INDIVIDUAL TO VOTE TO MEET QUORUM**.

Motion failed.

IN FAVOR: Clark, Leno, Martin-Willis, Perry. **OPPOSED:** Bethell.

ABSTAINED: Gordon, Hoy, Lopez.

Gordon suggested that the motion be reconsidered at the next meeting and that people who have conflicts find replacements. Calvin clarified that the main contract needs to be approved to issue subcontracts. Utz felt that they would not be able to continue providing services without a contract. Gordon felt that it was important to approve the contract. Hoy stated any City of Salem representative would have the same conflict that he does. Lopez felt that he could have a replacement available at the next meeting.

<u>ALLIANCE MEMBER CONTRIBUTION APPROVAL/BUDGET COMMITTEE ENDORSEMENT</u>

Alliance Action:

MOTION: By Hoy, **SECONDED by** Clark, to **APPROVE ALLIANCE BOARD CONTRIBUTION AMOUNTS AS OUTLINED IN THE BUDGET.**

Discussion: None. Motion carried. **IN FAVOR:** Gordon, Hoy, Bethell, Clark, Martin-Willis, Lopez, Pfeffer,

Flores Marin, Leno, Perry, Clem, Slama, Wolf, Silverman-Méndez. **OPPOSED:** None. **ABSTAINED:** None.

Lozier presented the budget message and highlighted changes and impacts. Key changes included an increase in funding, and transition to managing day-to-day activities of HMIS and Coordinated Entry. Backbone will be affected by the ending of the YHDP planning grant June 30, 2024, as well as a shift in partner support. A summary of the critical conversation points from the May 9 and May 23, 2024 Budget Committee Meetings was presented, including notable changes in each category and a summary of the budget.

Alliance Action:
MOTION: By Clem, **SECONDED by** Martin-Willis, to **ENDORSE THE BUDGET COMMITTEE'S APPROVED BUDGET FOR ADOPTION BY THE ORS 190 ENTITY BOARD.**
Discussion: Question about the proposed budget vs the approved budget. The difference in revenue amount is due to carryover versus new money coming in. Clem said that funding can't be guaranteed in the future but that is no reason to say no while there is funding.
Motion carried. **IN FAVOR:** Gordon, Hoy, Clark, Martin-Willis, Lopez, Pfeffer, Flores Marin, Leno, Perry, Clem, Wolf, Silverman-Méndez. **OPPOSED:** Slama, Bethell. **ABSTAINED:** None.

Recess Joint Alliance and ORS 190 Entity Board Meeting
Convene ORS 190 Entity Board Meeting

The meeting was called to order at 4:49 pm by Chair Gordon.

ORS 190 ENTITY SUPPLEMENTAL BUDGET PUBLIC HEARING

1. Roll Call of ORS 190 Entity Members
   MEMBERS PRESENT
   CHAIR: Commissioner Jeremy Gordon, Polk County
   VICE CHAIR: Mayor Chris Hoy, City of Salem
   Mayor Cathy Clark, City of Keizer
   Councilor Christopher Lopez, City of Monmouth
   Councilor Kathy Martin-Willis, City of Independence
   Christy Perry, former Superintendent representing Salem-Keizer Public Schools
   Commissioner Danielle Bethell, Marion County
   Tribal Councilwoman Lisa Leno, Confederated Tribes of the Grand Ronde
   MEMBERS ABSENT
   None.
2. Presentation of the Supplemental Budget Message and Materials
   Lozier presented the supplemental budget.
3. **Public Hearing** - This is an opportunity for any member of the public to speak for or against anything presented in the budget, ask questions, or provide comments.
   Opened public hearing at 4:54 p.m.
   Clem asked if the funds are still subject to process.
   Closed public hearing at 4:56 p.m.
4. Deliberations
5. **MOTION:** By Lopez, **SECONDED by** Martin-Willis, to **AMEND THE SUPPLEMENTAL BUDGET TO INCREASE IT BY $18,791,699 FOR MATERIALS AND SERVICES, FOR A REVISED BUDGET**

TOTALING $29,966,598.
Motion carried. **IN FAVOR:** Hoy, Lopez, Clark, Martin-Willis, Perry, Leno, Gordon. **OPPOSED:** Bethell. **ABSTAINED:** None.

6. **MOTION:** By Hoy, **SECONDED by** Martin-Willis, to **ADOPT RESOLUTION 2024-01 ADOPTING THE ORS 190 ENTITY MWVHA SUPPLEMENTAL BUDGET FOR FY 2023-2024.**
Motion carried. **IN FAVOR:** Hoy, Lopez, Clark, Martin-Willis, Perry, Leno, Gordon. **OPPOSED:** Bethell. **ABSTAINED:** None.

ORS 190 ENTITY BUDGET PUBLIC HEARING PROCESS INCLUDING PUBLIC HEARING ON THE BUDGET

1. Roll Call of ORS 190 Entity Members
MEMBERS PRESENT
CHAIR: Commissioner Jeremy Gordon, Polk County
VICE CHAIR: Mayor Chris Hoy, City of Salem
Mayor Cathy Clark, City of Keizer
Councilor Christopher Lopez, City of Monmouth
Councilor Kathy Martin-Willis, City of Independence
Christy Perry, former Superintendent representing Salem-Keizer Public Schools
Commissioner Danielle Bethell, Marion County
Tribal Councilwoman Lisa Leno, Confederated Tribes of the Grand Ronde
MEMBERS ABSENT
None.
2. Presentation of Budget Message and Materials.
Lozier asked for any questions. Chair Gordon thanked the Budget Committee for the robust discussion which took place over two meetings.
3. **Public Hearing** - This is an opportunity for any member of the public to speak for or against anything presented in the budget, ask questions, or provide comments. Gordon opened the public hearing at 4:59 p.m. and closed it at 5:00 p.m.
4. Deliberations: None.
5. Adoption of the FY 2024-25 Budget.
MOTION: By Clark, **SECONDED by** Hoy, to **ADOPT THE BUDGET COMMITTEE'S APPROVED BUDGET FOR FY 2024-25.** Discussion: None. Motion carried. A roll call vote was taken. **IN FAVOR:** Hoy, Lopez, Clark, Martin-Willis, Perry, Leno, Gordon. **OPPOSED:** Bethell. **ABSTAINED:** None.
6. Adoption of Resolution 2024-02
MOTION: By Martin-Willis, **SECONDED by** Hoy, to **RESOLUTION 2024-02, ADOPTING THE APPROVED BUDGET FOR FY 2024-25.** Discussion: None. Motion carried. A roll call vote was taken. **IN FAVOR:** Lopez, Clark, Martin-Willis, Perry, Leno, Gordon. **OPPOSED:** Bethell. **ABSTAINED:** Hoy.

Adjourn ORS 190 Entity Board Meeting Re-convene Joint Alliance and ORS 190 Entity Board Meeting

Chair Gordon handed the gavel over to Clark to revisit the rehousing services award amounts.
MOTION: By Perry, **SECONDED by** Martin-Willis, to **REVISIT THE TOPIC OF THE REHOUSING SERVICES AWARD AMOUNTS.**
Discussion: None. Motion carried. Roll call vote.
IN FAVOR: Clark, Martin-Willis, Perry, Leno, DeMoe, Oberst. **OPPOSED:** Bethell.

ABSTAINED: Hoy, Bethell.

MOTION: By Martin-Willis, **SECONDED** by DeMoe, to **APPROVE THE REHOUSING SERVICES COMPETITION SUBGRANTEES AND AWARD AMOUNTS.**
Discussion: None. Motion carried. Roll call vote.
IN FAVOR: Clark, Martin-Willis, Perry, Leno, DeMoe, Oberst. **OPPOSED:** Bethell.
ABSTAINED: Hoy.

MOTION: By Leno, **SECONDED** by Martin-Willis, to **APPROVE THE DRAFT CONTRACT WITH OREGON HOUSING AND COMMUNITY SERVICES (OHCS) FOR OREGON REHOUSING INITIATIVE AND ALLOW THE PRESIDENT TO SIGN THE FINAL CONTRACT WITHOUT SUBSTANTIVE CHANGES** Discussion: None. Motion carried. Roll call vote.
IN FAVOR: Clark, Martin-Willis, Perry, Leno, DeMoe, Oberst. **OPPOSED:** Bethell. **ABSTAINED:** Hoy.

MOTION: By Martin-Willis, **SECONDED** by Oberst, to **APPROVE THE DRAFT CONTRACT TEMPLATE FOR REHOUSING SERVICES SUBGRANTEES.** Discussion: None. Motion carried. Roll call vote.
IN FAVOR: Clark, Martin-Willis, Perry, Leno, DeMoe, Oberst. **OPPOSED:** Bethell. **ABSTAINED:** Hoy.

GOVERNOR'S EMERGENCY DECLARATION/MULTI AGENCY COORDINATION (MAC) GROUP UPDATES
Lozier shared that the report sent to the state is on page 156 of the packet. Chair Gordon praised the housing work that had been done under this program.

JURISDICTION/ORGANIZATION UPDATES
Councilor Lopez shared that David's House is open and at full capacity, with the first five residents. A zoning process is being worked through for that property to increase the number of allowable residents.

OTHER BUSINESS
Councilor Lopez, for the record, Councilor John Oberst from Monmouth was voting for the ORS 190 Actions on behalf of the City of Monmouth.

Sarah White mentioned that she is still receiving comments from past Performance and Evaluatio Committee members and would like more information about the concerns raised.

ZOOM CHAT MESSAGES
johnoberst
02:19:39
J
Thanks to all for allowing me to drop in (and out) of your meeting. — John Oberst
Christy Perry
02:22:31
CP
Agreed! She is carrying a lot of pieces + board packet.

PUBLIC COMMENT FROM MICHAEL LIVINGSTON
Included in today's meeting materials at pages 157-169 is the Performance & Evaluation Committee's report of its review of the

Community Action Agency's ESG-funded Street Outreach project.
The review was undertaken by a 3-person work group – Committee members Margie Lowe and I, and a non-member, Jill Tucker, who is the Operations Manager for the St. Francis Family Housing program.
Our work began last November and concluded in April. The Committee approved the work group's draft report at its regular meeting in May for submission to the Board at this meeting.
This report sets out in detail how Community Action obtained its Street Outreach funding, how it administers the program, what its priorities are, and the Street Outreach staff's challenges and problems.
The facts and circumstances we found support the **following conclusions**:
The MWVCAA's street outreach project staff are dedicated and hard-working. However, the practical effect of their focus on covering the entire CoC with so few people in the pursuit of "geographic equity" is that considerably more time is spent distributing food, beverages, camping supplies and the like, than that devoted to tracking outcomes and engaging in the basic planning that will move clients out of camps and off the streets and into shelters. These circumstances indicate that a re-focusing of their efforts is called for, and that should begin with the recognition that the fundamental purpose of ESG-funded street outreach projects is to "connect" the unsheltered homeless "with emergency shelter, housing, or critical services" and to "provide urgent, nonfacility-based care to those among them "who are unwilling or unable to access emergency shelter, housing, or an appropriate health facility."
The report makes 3 recommendations for Board Action:
1. Amend Alliance Charter's "Street Outreach Policy" to make it clear that, regardless of funding source, the primary purpose of the Alliance's street outreach projects is to engage with unsheltered individuals and families in our region and, through that engagement, connect them to emergency shelter, housing, or critical services. The report describes what can happen when street outreach managers and staff choose to focus on other goals.
2. Resolve 2 fundamental Street Outreach HMIS policy questions that HUD requires CoCs to decide and which the Alliance has thus far failed to address – EXITS & DATE OF ENGAGEMENT. The Alliance's failure to do that has compromised the integrity of HMIS SO data and created confusion about the purpose of Street Outreach.
3. In determining whether to certify, or otherwise approve, a proposal to fund a street outreach project, the Board should ensure that the project has a plan to track and report outcomes and has the organizational capacity – including qualified staff – to achieve the project's stated purpose, which (as I've just explained) should be to engage with unsheltered individuals and families in our region and, through that engagement, connect them to emergency shelter, housing, or critical services. NOTE: This recommendation should

apply to all project types, including the new Executive Order funding. Alliance Board members have a fiduciary duty to consider this report and its recommendations.

ADJOURNMENT

Hearing no further business, Chair Gordon adjourned the meeting at 5:16 p.m.

_____ _____

Jeremy Gordon, MWVHA Chair & ORS 190 Entity President Date

_____ _____

Elaine Lozier, MWVHA Executive Director Date

MID-WILLAMETTE VALLEY HOMELESS ALLIANCE

PIT Count Workgroup Roster

July 2024

Member	Agency Affiliation
Jeremy Gordon (Co-Chair)	Polk County
Christine Sommar (Co-Chair)	Marion County Housing Authority
Ryan Pollard	Polk County Family and Community Outreach
Kim Dwyer	Santiam Hospital
Gretchen Bennett	City of Salem
Sarah White	Sheltering Silverton
Josie Silverman-Méndez	Willamette Health Council
Jackie Leung	Micronesian Islander Community
Shawntel Black	Mid-Willamette Valley Community Action Agency

AMENDMENT
To the AGREEMENT between:
THE ORS 190 ENTITY,
MID-WILLAMETTE VALLEY HOMELESS ALLIANCE,
an Oregon Intergovernmental Agency,
("*ORS 190 Entity*")
and
HARRANG LONG GARY RUDNICK P.C.
("*Contractor*"),
for
Legal Services

This Addendum is made to the Agreement between the ORS 190 Entity, Mid-Willamette Valley Homeless Alliance ("ORS 190 Entity") and Harrang Long Gary Rudnick, P.C. ("Contractor"), executed January 13, 2022, and now amended by mutual agreement by the parties as follows:

Term Extension - Contractor's current contract with the ORS 190 Entity shall extend until July 1, 2025~~4~~, as allowed in Section 6.1.2 of the current contract.

All other terms and conditions remain unchanged and in effect. This Addendum to the Agreement is hereby incorporated by reference into the original Agreement executed January 13, 2022, as if fully rewritten therein.

IN WITNESS WHEREOF the parties have caused this Agreement to be signed in their respective names by their duly authorized representatives as of the dates set forth below.

ORS 190 ENTITY, MID-WILLAMETTE VALLEY HOMELESS ALLIANCE	**HARRANG LONG GARY RUDNICK, P.C.**
By:_____ _____	**By:** _____
Printed Name: Jeremy Gordon	**Printed Name:** C. Robert Steringer
Title: President	**Title:** President
Date:_____	**Date:** _____

Governor's Emergency Declaration
Executive Order 23-02
CONTRACT

Amendment #2024-1

This Amendment #2024-1 ("Amendment") to Governor's Emergency Declaration Executive Order 23-02 Contract (Grant "Agreement"), as amended from time to time, is by and between ORS 190 Entity, Mid-Willamette Valley Homeless Alliance ("ORS 190 ENTITY"), an Intergovernmental Entity established pursuant to ORS 190.010, and **Salem Housing Authority** ("SUBGRANTEE"), with funding provided through Oregon Housing and Community Services for **Rapid Rehousing-Supportive Services Only**.

RECITALS

ORS 190 ENTITY and SUBGRANTEE desire to amend the Term of the Agreement,

AMENDMENT

A. The Agreement is hereby amended as follows, effective upon signatures by all parties and approvals as required by law. New language indicated by **bold and underline** and deleted language indicated by ~~strikethrough~~:

1. **Term.** Unless terminated or extended, this Contract shall be in effect from date of signature **through June 30, ~~2024~~2025**. The expenditure period for Grant Funds under this Contract is April 1, 2023 through **June 30, ~~2024~~2025**, unless extended by OHCS. The target date for achieving the Governor's EO 23-02 goals remains January 10, 2024. The target date for achieving the Governor's EO 24-02 goals is January 10, 2025.

2. **Spending Expectations.** The ORS 190 ENTITY has agreed to make a conditional award of funds to SUBGRANTEE in the not-to-exceed amount **~~$454,586~~$868,363** (the "Grant"). This Grant award provides that up to ten percent (10%) of program expenditures may be used for allowable SUBGRANTEE administrative costs.

~~2.~~3. **Scope of Work.** The project is estimated to serve ~~65~~ 170 households during the funding period (May 1, 2023 – ~~January 10, 2024~~June 30, 2025).

~~3.~~4. Exhibit A of EXHIBIT H - STATE OF EMERGENCY DUE TO HOMELESSNESS GRANT AGREEMENT BETWEEN ORS 190 ENTITY AND THE STATE OF OREGON shall be deleted in its entirety and replaced with the attached Revised Exhibit A. All references to this "Exhibit A" shall hereinafter be referred to as "Revised Exhibit A."

~~4.~~5. Exhibit B Goals section of EXHIBIT H - STATE OF EMERGENCY DUE TO HOMELESSNESS GRANT AGREEMENT BETWEEN ORS 190 ENTITY AND THE STATE OF OREGON, is hereby amended to read as follows:

Rapidly rehouse – HB 5019 funded EO 24-02 households

HB 5019 funded EO 24-02 households are unsheltered households eligible under the HB 5019 Emergency Homelessness Response Program. These households will be counted towards EO 24-02 rehousing goals but will be incorporated into HB 5019 agreements. Our CoC Region will rapidly rehouse **163** households by 1/10/2025. **HB 5019 funded EO 24-02 households cannot be rehoused after 1/10/2025**.

B. Except as expressly amended above, all other terms and conditions of the Agreement, as amended, remain in full force and effect.

C. **Counterparts.**
This Amendment may be executed in several counterparts, all of which when taken together shall constitute one agreement, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Agreement so executed constitutes an original.

D. **Signatures**

ORS 190 Entity, Mid-Willamette Valley Homeless Alliance

_____ _____
Signature Date
Jeremy Gordon, President

[organization name]

_____ _____
Signature Date

_____
Printed Name & Title

Revised Exhibit A

Grant Activities

1. Description.

On January 10, 2023, Governor Tina Kotek declared a homelessness state of emergency in response to the 80% rise in unsheltered homelessness in emergency areas since 2017. The Governor directed state agencies to prioritize efforts to reduce homelessness and established a statewide housing production advisory council. In addition to these efforts on the part of the state government, Agency will play a major role in the delivery of the Governor's early investment package that was awarded through House Bill (HB) 5019 during the 2023 Session of the Oregon Legislature. Most of these resources will be delivered to local emergency response regional planning bodies, including Continuums of Care ("CoC") within the areas that are included within the emergency declaration as determined by the Agency. Agency will support communities in deploying these funds, including but not limited to support pursuant to this Agreement, in a coordinated effort to accomplish the following statewide objectives:

- Prevent homelessness for 8,750 households statewide;
- Increase shelter capacity, quality, and utilization in emergency areas by 600 beds; and
- Rehouse at least 1,200 households experiencing unsheltered homelessness in emergency areas.

Agency is deploying Grant Funds pursuant to a Homelessness Emergency Response Program designed to accomplish objectives 2 and 3 identified above (the "Program"). Objective 1 identified above will be accomplished through other agreements.

2. Grant Activities.

A. Regional Unsheltered Homelessness Emergency Response Plan. Prior to eligibility for funding, Recipient submitted a Regional Unsheltered Homelessness Emergency Response Plan ("Plan") to Agency that specifies, among other things: current local, state, federal, and other resources allocated to emergency shelter services, rehousing services, and housing stabilization services; and current service levels and gaps in services and resources in emergency response areas specifically impacting people experiencing unsheltered homelessness. The Plan is attached to and incorporated into this Agreement as Exhibit B and, together with this Exhibit A, defines the scope of grant activities ("Grant Activities") authorized for the purposes of this Agreement.

B. Compliance with Agreement. Recipient shall and shall cause and require by written agreement that its subcontractors comply with and perform all Grant Activities in accordance with the terms of this Agreement, including but not limited to all exhibits to this Agreement and together with applicable program guidance, as amended from time to

time. The provisions of this Section 2 are supplemental to and do not limit the obligations of Recipient or its subcontractors arising under any other provision of this Agreement.

C. Housing Focused All activities conducted under this Agreement must be Housing Focused. "Housing Focused" activities are defined as activities that seek to lower barriers for people experiencing homelessness or housing instability. Activities conducted under this Agreement may not screen participants out solely on the basis of certain behavioral, psychological, physiological, citizenship or immigration status or economic preconditions. Housing Focused services must ensure that the safety and support of both staff and clients are paramount. This is accomplished through a focus on ensuring safety by managing behaviors that pose a risk to health and safety rather than implementing blanket exclusions based on a past diagnosis or current behavioral health symptoms that do not pose a direct risk to community safety. Furthermore, Recipient must actively coordinate services and supports for helping people exit homelessness and make efforts to reduce the barriers to re-housing individuals and families in their community.

D. No Supplanting of Other Funds. Recipient may not use funds under this Agreement to supplant other funds available for the same purpose. Furthermore, Recipient agrees that during the term of this Agreement, the funding available for homeless services from sources other than this Agreement will not be reduced from the levels outlined in the Plan, and that in the event of any such reduction, Agency may exercise any of the remedies available to it under this Agreement or at law or in equity. Recipient also agrees to comply with reporting requirements as outlined in Section 3 of this Exhibit A (Program Specific Reporting) to demonstrate the levels of funding from other sources as outlined in the Plan are sustained throughout the term of this Agreement and that no reductions to such funding are made. Failure by Recipient to comply with this Section 2(D) is a material breach of this Agreement, and entitles Agency to exercise any remedies available to it under this Agreement or at law or in equity.

E. Client Evaluation. Recipient shall conduct an initial evaluation of clients in accordance with local CoC requirements applicable at the time of client evaluation. For the purposes of client eligibility, Recipient must determine which category of housing status each household meets. Eligibility based on housing status shall be determined based upon the initial engagement with the client.

The eligibility categories are as follows:

Category 1: Literally Homeless—Individual or family that lacks a fixed, regular, and adequate nighttime residence, meaning:

- Living in a primary nighttime residence that is a public or private place not designed for human habitation (including, but not limited to, a car, park, abandoned building, bus or train station, airport or camping ground);

- Living in a publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional shelter, and

hotels or motels paid for by charitable organizations or by federal, state or local government programs); or

- Exiting an institution where the individual or family has resided for 90 days or less AND who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution.

Category 2: Imminent Risk of Homelessness—Individual or family that will lose their primary nighttime residence provided that:

- The primary nighttime residence will be lost within 14 days of the date of application for homeless assistance;
- No subsequent residence has been identified; AND
- The individual or family lacks the resources or support networks (e.g., family, friends, faith-based or other social networks) needed to obtain other permanent housing.

Category 3: Homeless Under Other Federal Statutes—Unaccompanied youth under 25 years of age, or families with children and youth, who do not otherwise qualify as homeless under another category, (literally homeless, imminent risk of homelessness or fleeing/attempting to flee domestic violence) but who:

- Are defined as homeless under other listed federal statutes;
- Have not had a lease, ownership interest, or occupancy agreement in permanent housing during the 60 days prior to the Program assistance eligibility determination;
- Have experienced persistent instability as measured by two moves or more during the preceding 60 days; AND
- Can be expected to continue in such status for an extended period of time due to special needs or barriers.

Category 4: Fleeing/Attempting to Flee Domestic Violence—Individual or family that:

- Is fleeing, or is attempting to flee, domestic violence;
- Has no other safe residence; AND
- Lacks the resources or support networks to obtain other permanent housing.

Category 5: Unstably Housed—Individual or family that:

- Is at risk of losing their housing, and does not otherwise qualify as homeless under Categories 1-4 listed above, provided that:

- Has been notified to vacate current residence or otherwise demonstrate high risk of losing current housing; AND

- Lack the resources or support networks to obtain other permanent housing.

Category 6: Unsheltered Homelessness – Individual or family that is living in a primary nighttime residence that is a public or private place not designed for human habitation (including, but not limited to, a car, park, abandoned building, bus or train station, airport or camping ground).

Client eligibility criteria for each of the above categories are as follows:

- Rapid Re-housing Client Eligibility Criteria:
  - Household must meet the following Housing Status Criteria at time of initial engagement:
    - **Category 6: Unsheltered Homelessness**
- Shelter and Street Outreach Client Eligibility Criteria:
  - Household must meet the following Housing Status Criteria:
    - **Category 1: Literally Homeless**
    - **Category 2: Imminent Risk of Homelessness**
    - C**ategory 3: Homeless Under Other Federal Statutes**
    - **Category 4: Fleeing/Attempting to Flee Domestic Violence**
    - **Category 6: Unsheltered Homelessness**
- Grant Funds under this Agreement are not allowed to be used for households meeting Category 5, Unstably Housed. Prevention funding will be deployed to local communities through other agreements.

F. Low Barrier Shelter Requirement. Funding under this Agreement for shelter acquisition, operation and construction must only be utilized to create new shelter bed capacity that meets the following definition of Low Barrier Shelter:

> Low Barrier Shelters: Low and no barrier policies allow homeless individuals and households to access shelter, housing, and services without preconditions such as sobriety, compliance with treatment plan, no pets, or agreement to participate in specific programs, activities, or classes. These policies allow those most in need to have access to shelter and housing. These additional emergency shelter beds must be low barrier, focus on assessment and triage,

and intentionally link to permanent housing resources so that people move through to housing quickly. Recipient may request technical assistance from the Agency to modify shelter policies to meet this definition.

In order to meet minimum standards as a Low Barrier shelter, the following three conditions must be met:

B. Sobriety* and treatment are voluntary;

C. No required documentation of identification, custody, citizenship, or gender. Furthermore, shelters must meet the Department of Housing and Urban Development's Equal Access Rule, 81 FR 64763, to ensure services are available to all individuals and families regardless of sexual orientation, gender identity, or marital status; and

D. Shelter accommodates pets and belongings.

*Note: Low-barrier shelters may establish requirements that limit the use of drugs and alcohol in common or shared areas of the facility. In addition, facilities may establish behavioral expectations that limit disruptive or violent behavior resulting from intoxication. However, the requirement to abstain completely from alcohol or drug use is not a component of low-barrier shelters.

Furthermore, Agency is recommending the adoption of the following best practices as key indicators of a successful Low Barrier Shelter:

E. Shelter has minimal expectations or requirements of people seeking shelter;

F. Shelter focuses on addressing disruptive or dangerous behaviors rather than compliance to rules or case plans;

G. Shelter welcomes self-defined family and kinship groups to seek shelter together;

H. Shelter can identify financial resources that can support the adoption of low barrier policies and practices and supports extended or flexible hours and adapted service-delivery models;

I. Shelter accommodates pets and belongings;

J. Shelter's intake process and housing navigation services coordinate closely with community-based outreach services and coordinated entry;

K. Shelter creates flexible and predictable access for people seeking shelter;

L. No charge to individuals or families for stays, meals, or services at the low barrier shelter; and

M. Shelter does not exclude people with criminal convictions, poor credit, or eviction histories.

Recipient may fund shelters that require sobriety or drug and alcohol treatment services but otherwise meet the definition of Low Barrier as outlined in this Agreement in order to provide access to the special needs of people who are in recovery from drugs and alcohol.. For example, a facility that meets the definition of Alcohol and Drug Free Community housing as outlined in ORS 90.243 may qualify for funding. Such use of funds for shelters that require sobriety or drug and alcohol treatment services must be as outlined in the Plan (Exhibit B). Notwithstanding any other provision of this Agreement, no more than 30% of the shelter bed capacity created in each community under this Agreement is permitted to be subject to required sobriety or drug and alcohol treatment services.

G. New Shelter Bed Requirement. New shelter bed capacity is defined as beds that are added to a local region as a direct result of funding under this Agreement. Beds may be counted if the building requires rehabilitation prior to the shelter being operational or put into use, if needed. It also may include beds that are added to existing shelters through expansion. If a bed is not available in a local region due to lack of operational funding and has not been previously operational, Grant Funds may be used to bring the bed into active use and the bed would count as added shelter capacity for purposes of this Agreement. Shelter funds may not be used to supplant existing resources, consistent with Section 2(D) of this Exhibit A. Shelter beds may not be counted toward the goal of new shelter beds as outlined in this Agreement unless new beds are being added into an existing shelter or an entirely new shelter facility is brought online as a result of funding under this Agreement.

H. Habitability Requirements. Shelters, whether congregate or non-congregate, must meet habitability requirements that include minimum safety, sanitation, and privacy standards as outlined in 24 CFR § 576.403, regardless of whether 24 CFR § 576.403 independently applies to such shelters apart from this Agreement. Shelters must be structurally sound. Tents and other structures without hardened surfaces that do not meet these minimum standards are unallowable. Recipient must document habitability requirements for all shelters funded under this Agreement. Agency will provide technical assistance reasonably requested to ensure compliance with habitability requirements.

Shelter units may be in the form of Non-Congregate Free-Standing Units if they provide the following amenities:

- Heat
- Electricity
- The ability to close and lock a door

- Showers and restrooms onsite
- Hard-surface walls and roofing
- Food preparation facilities available onsite or with an action plan to provide meals to shelter residents

I. Use of Grant Funds. Consistent with the Plan as well as any applicable NOA, Grant Funds may be utilized for the following purposes:

A. Acquisition, construction, conversion, or rehabilitation of shelters that increase the shelter bed capacity in accordance with the terms of this Agreement, including but not limited to Sections 2(F), 2(G) and 2(H) of this Exhibit A.

i. **Acquisition** means acquiring property through purchase, donation, trade, or any other method for the purposes of utilization as an emergency shelter.

ii. **Conversion** means the process of changing or causing change from one form to another; changing the function of a piece of property from one use to another.

iii. **Rehabilitation** means action taken to return a property to a useful state by means of repair, modification, or alteration.

B. Shelter operations, services and supports for shelter beds that increase capacity as determined in accordance with the terms of this Agreement.

C. Street outreach services, including housing navigation and placement services

D. Sanitation services

E. Rapid-rehousing services, including landlord incentives to secure available units, through block-leasing strategies or other means, for people exiting homelessness. Rental assistance commitments, when utilized under rapid-rehousing services, may be issued for up to a 12-month period of time after client move in and may also be issued in the form of an upfront payment to the landlord. Rental assistance commitments may include pre-paid costs to encourage landlord participation. Costs may also include paying for damages or past due housing debt to secure new units or resources. Supportive housing services may be provided for block-leased units and for households that are rehoused pursuant to this Agreement to ensure participants are able to stay securely housed and landlords are supported with various needs.

For all clients who are re-housed utilizing Grant Funds, Recipient is required to provide the landlord with documentation showing that the landlord participated in the Program to ensure the Agency can provide further

guarantees of financial assistance through the Landlord Guarantee Program. Agency shall provide templates that Recipient may use for this purpose.

F. Administrative costs up to the limit outlined in the Plan (Exhibit B) including, but not limited to:

i. Senior executive management personnel salaries and benefits (unless they are directly involved in Program operations), administrative staff travel costs;

ii. General services such as accounting, budget development, personnel, contracting, marketing, agency audit, agency insurance;

iii. Board expenses (excluding meals);

iv. Planning and implementation of MAC group infrastructure

v. Organization-wide membership fees and dues specific to the Program;

vi. General agency facilities costs (including those associated with executive positions), such as rent, depreciation expenses, and operation and maintenance (as part of the organization's direct or indirect cost allocation plan); and

vii. Equipment rental/purchase, insurance, utilities, and IT costs that are not specific to the Program but relate to the administration of the Recipient as a whole.

Recipient may also utilize Grant Funds to address the specific needs of various homeless subpopulations as set forth in the Plan. Targeting of funds must not violate the Fair Housing Act or other applicable anti-discrimination requirements.

3. Program Specific Reporting

Recipient shall and shall cause and require its subcontractors by written agreement to submit to the Agency all reports as required in this Agreement. Recipient shall and shall cause and require its subcontractors by written agreement to ensure that data collection and reporting, which may include personally identifiable information, be conducted through the use of Agency-approved systems including HMIS or HMIS-Comparable systems for Victim Service Providers. Recipient shall utilize existing systems of Agency (OPUS for fiscal management, and HMIS for Program outcome management, Procorem for reporting submission) for all funding under this Agreement in accordance with applicable policies and procedures of the Agency. Recipient shall provide service provider technical assistance to users in Recipient's region and may request additional assistance from the Agency as needed.

Recipient may request a reporting deadline extension. An extension must be approved, in writing by Agency in Agency's sole discretion. Requests must be emailed to HCS.REPORTING@hcs.oregon.gov prior to the submission deadline.

The following reports and other documents shall be submitted to Agency throughout the Performance Period and for any additional period as required to include all reportable activities performed during, the Performance Period and all other reportable information relating to the Performance Period:

(1) Monthly disaggregated data using the SAP Business Objects (the HMIS reporting tool) System Query Report. Report is due 20 days following the end of each month and uploaded into Procorem. The System Query data may be submitted by the HMIS administrator for all OHCS funded HMIS Participating Agencies/Providers in the HMIS instance.

(2) Monthly Housing Inventory (HIC) Bed/Unit Inventory updates must be 20 days following the end of each month. This can be reported using the HIC report in SAP Business Objects or an Excel spreadsheet of the CoC's Housing Inventory (complete), maintained outside of HMIS. Reports must be emailed to HCS.REPORTING@HCS.oregon.gov.

(3) Quarterly Aggregated Activity Reports using the SAP Business Objects OHCS Quarterly Report are due 20 days following the end of each quarter. Reports must be emailed to HCS.REPORTING@HCS.oregon.gov. The Quarterly Aggregated Activity Report may be submitted by the HMIS administrator for all OHCS funded HMIS Participating Agencies/Providers in the HMIS instance.

(4) Biannual System Performance Measure Reports (SPMs) for the CoC and for All-in funded projects (Reporting Group) are due 20 days following the end of each month. These are "canned" reports found in WellSky Community Services (ServicePoint) Report Module: System Performance Measures. Instructions on how to format and share these reports will be provided by the Agency. Reports must be emailed to HCS.REPORTING@HCS.oregon.gov.

(5) Requests for funds through the OPUS system must be submitted within 60 days of the end of each quarter. A final request for funds must be submitted for all fiscal year expenses within 60 days of each fiscal year end. Backup documentation for expenditures made from the Initial Payment must be submitted to the Agency within 30 days of June 30, 2024. Backup documentation for expenditures made from the Additional Allotment must be submitted through the Agency's OPUS system.

(6) If Recipient uses funds under this Agreement to add new shelter bed capacity, Grantee must submit a narrative update in a manner prescribed by Agency within 20 days of the end of each month during which such new shelter bed capacity is being added.

(7) Recipient shall provide additional reports and shall cooperatively attend meetings with the Agency, as reasonably requested by the Agency.

4. Performance Measures

Recipient shall and shall cause and require its subcontractors by written agreement to conduct the Grant Activities in a manner consistent with the requirements of this Agreement and to achieve the following performance goals, as well as the performance goals that are outlined in the Plan:

A. Increased housing stability as measured by the number of individuals who were successfully re-housed and who met eligibility criteria as outlined in this Agreement before the end of the January 10, 2024, unless otherwise stated.

B. Increased shelter availability and utilization in boundary area of the Continuum of Care or identified sub-region as defined in the Plan as measured by a percentage increase in the number of new shelter beds as defined in this Agreement available and operational in the region referenced above by the end of the January 10, 2024, unless otherwise stated.

5. Restrictive Covenants for Shelter Facilities

Recipient shall operate the shelter facilities acquired, converted, renovated or rehabilitated pursuant to the Grant Activities (the "Facilities") and provide such related services as are required under the Grant Activities and other provisions of this Agreement for the restrictive use period as provided below (the "Restrictive Use Period").

Recipient must place a Declaration of Restrictive Covenants on the Facilities restricting the use of the Facilities to provide the housing and services as described in this Agreement. The Declaration of Restrictive Covenants shall be in such form as required by Agency and shall be filed, at the Recipient's expense, in the real property records of each county in which the Facilities are located. Notwithstanding any provision of this Agreement, the obligations set forth in the Declaration of Restrictive Covenants shall continue in full force and effect throughout the entire Restrictive Use Period and until the expiration of such obligations under the terms of the Declaration of Restrictive Covenants. Recipient acknowledges and agrees that such obligations will survive the expiration or termination of this Agreement. Recipient shall execute all other documents reasonably required by the Agency in connection with the Declaration of Restrictive Covenants. Agency may waive any of the requirements pertaining to Facility restrictive covenants at its sole discretion.

Restrictive Use Period

The Restrictive Use Period for all Facilities that are acquired or constructed by Recipient through the use of Grant Funds is 10 years.

The Restrictive Use Periods for Facilities that are placed in service following rehabilitation or conversion of an existing structure are as set forth in the table below. The Restrictive Use Period

runs from December 31 of the year the Facility is placed in service until December 31 of the final year of the Restrictive Use Period. Recipient must agree to certify compliance with this requirement and submit that certification to the Agency on an annual basis, or upon request of the Agency, throughout the Restrictive Use Period.

Before Recipient uses any Grant Funds to construct, rehabilitate or convert a Facility to be located on leased property, Recipient shall request prior written approval of the Agency. Agency may approve or disapprove of such use of Grant Funds in its sole discretion and any such Agency approval may include modifications to the Restrictive Use Period as determined by Agency in its sole discretion.

Rehabilitation and Conversion Minimum Period of Use		
Type of Activity	**Definition**	**Minimum Period of Use**
Minor Rehabilitation	The cost of the rehabilitation of an existing emergency shelter is 75% or less of the value of the building before rehabilitation*	3 Years
Major Rehabilitation	The cost of the rehabilitation of an existing emergency shelter exceeds 75% of the value of the building before rehabilitation*	10 Years
Minor Conversion	The cost of the conversion of a building to an emergency shelter is 75% or less of the value of the building after conversion*	3 Years
Major Conversion	The cost of the conversion of a building to an emergency shelter exceeds 75% of the value of the building after conversion*	10 Years

* The value of each shelter building is the fair market value of the building, as determined by an independent real estate appraiser approved by the Agency or by an Agency-approved process

Transferring Property Ownership

Within the Restrictive Use Period, Recipient may not transfer, repurpose, sell, assign, bequeath, or dispose of any interest in the Facilities or the underlying real property to any person, entity or other assignee, without obtaining the prior written consent of the Agency. Agency may condition any such consent on the agreement of the transferee to assume all obligations of Recipient under this Agreement for the duration of the Restrictive Use Period. The proposed use of any monies gained from the transaction must be pre-approved by the Agency.

AMENDATORY AGREEMENT NO. 3
For
SOCIAL SERVICE PROGRAMS

RECIPIENT AGREEMENT BETWEEN THE CITY OF SALEM

AND ORS 190 ENTITY MID-WILLAMETTE VALLEY HOMELESS ALLIANCE FOR

AFFORDABLE HOUSING, DIVERSITY, EQUITY AND INCLUSION AND POINT IN TIME COUNT PROGRAMS

RECITALS

1. The CITY and ORS 190 ENTITY MID-WILLAMETTE VALLEY HOMELESS ALLIANCE previously entered into an Agreement effective May 24, 2022, (the "Agreement") to set forth the responsibilities of each party in providing program services; and

2. The CITY and ORS 190 ENTITY MID-WILLAMETTE VALLEY HOMELESS ALLIANCE previously entered into Amendatory Agreement No. 1 effective January 19, 2023 to allow for use of funds for Point in Time Count coordination.

3. The CITY and ORS 190 ENTITY MID-WILLAMETTE VALLEY HOMELESS ALLIANCE previously entered into Amendatory Agreement No. II, effective May 17, 2023, to extend the length of time of the agreement.

4. The CITY and ORS 190 ENTITY MID-WILLAMETTE VALLEY HOMELESS ALLIANCE wish to enter into Amendatory Agreement No. III, to extend the length of time of the agreement and to update the Recipient representative point of contact.

AGREEMENT

NOW THEREFORE, in consideration of the mutual benefits, obligations, and covenants set forth herein, the CITY and ORS 190 ENTITY MID-WILLAMETTE VALLEY HOMELESS ALLIANCE do hereby agree as follows:

- Amend Article II, with strike out wording deleted, and underscored wording added:

This Agreement will terminate on June 30, ~~2024~~ 2025 unless extended in writing as provided by this Agreement.

- Amend Article VII, with strike out wording deleted, and underscored wording added:

~~Janet Carlson Board Administrator~~ Elaine Lozier, Executive Director

- This Amendatory Agreement No. 3 shall be effective upon its execution by both the CITY and ORS 190 ENTITY MID-WILLAMETTE VALLEY HOMELESS ALLIANCE. If the parties sign on separate dates, the latter date shall be the effective date.

- Except as specifically modified by this Amendatory Agreement No. 3, all terms and conditions of the Agreement and Amendatory Agreement No. 1 and 2 remain in full force and effect.

IN WITNESS WHEREOF, the CITY and ORS 190 ENTITY MID-WILLAMETTE VALLEY HOMELESS ALLIANCE have caused this Amendatory Agreement No. 3 to be signed in their respective names by their duly authorized representatives as of the dates set forth below:

CITY OF SALEM

By: _____
Scott Archer
Deputy City Manager

Date: _____

By: _____
Jeremy Gordon
President

Date: _____

To: ORS 190 Entity Board of Directors and MWVHA Board of Directors

From: Elaine Lozier, Executive Director

Date: July 9, 2024

Subject: Funding for Additional EO-funded Shelter Renovation Needs

Introduction

This memo recommends the Alliance and ORS 190 Entity re-allocate $801,785 from the Governor's Emergency Order (EO) HB 5019 and SB 5511 from categories "Administration" and "Unit Access" to "Shelter".

Background

During conversations with EO-funded shelter providers, we became aware of several unexpected expenses. As these needs rose to our attention, we re-evaluated funding retained by the Alliance to support administrative functions to assess the possibility of re-allocating some of these funds.

The Alliance retained $1,931,581 from the Governor's Emergency Order (House Bill 5019) and from Senate Bill 5511 for administration. To date, the Alliance has spent $408,773 and projects spending $1,136,361 for FY 2024-25 on related costs, leaving $386,447 remaining.

Additionally, the Alliance has $1,753,365 reserved through SB 5511 for "Unit Access" for the following activities: Landlord Engagement & Mitigation, Data Collection & HMIS, Coordinated Entry Planning & Delivery, and Technical Assistance & Admin Costs. I recommend submitting a Budget Change Request to OHCS for a re-allocation of $800,220 from Unit Access to Shelter.

Reallocating these funds would not impact the ability to meet the expectations outlined in our submitted plan, given personnel and contractor services outlined in our FY 2024-25 budget. Please see the attached document entitled *SB 5511 Funding Request for Unit Access* for an excerpt from our request submitted to the state on 12/1/2023.

Other Considerations

We have confirmed with OHCS that these funds are eligible for the proposed re-allocation and use.

A supplemental budget is not anticipated, as this re-allocation was considered during the budget preparation process.

These funds must be spent by June 30, 2025.

Process for Recommended Distribution of Additional Funds

To ensure each EO shelter provider had an opportunity to share existing needs, each completed a questionnaire. To help ensure funds were maximized, we worked with Mid-Willamette Valley Community Action Agency (MWVCAA) and Church at the Park (CATP) staff to estimate true operational needs taking project delays into consideration. Please see the attached document entitled *EO Shelter Additional Funding Needs* for a summary of all eligible requests (note: not all requests were eligible expenses for available funding streams).

With the amount of funding available, the recommendation is to provide the following level of funding toward the requirements for opening the remaining shelter projects:

Organization	Need	Dollar Amount
CATP	Dallas duplex construction. Imperative to the completion of contracted service.	$342,613
CATP	Monmouth facility fire suppression and mechanical upgrades imperative to the completion of contracted service.	$384,882
MWVCAA	Family shelter plumbing. Imperative to the completion of contracted service.	$459,172
Total		$1,186,667

Proposal

Re-allocate $801,785 from the categories of "Administration" and "Unit Access" to the category of "Shelter" and increase the contract with CATP by $342,613 and MWVCAA by $459,172.

Conclusion

Re-allocating these funds will allow us to maximize our resources, and support CATP and MWVCAA to complete projects contracted under the Alliance and promised to OHCS.

Thank you for your time and consideration.

Sincerely,

Elaine Lozier

Attachments

- *SB 5511 Funding Request for Unit Access*
- *EO Shelter Additional Funding Needs*

Excerpt from SB 5511 Funding Request Regarding Unit Access funds

Submitted to OHCS on 12/1/2023

Cost Type *(Additional Types May Be Added to Column)*	**Estimated Cost to Sustain**	**Explanation for Cost Type Anticipated** *(Please include total FTEs funded; this may include multiple positions comprising weekly FTE, such as two 0.5 FTEs)*
Landlord Engagement & Mitigation	$860,220	Engagement and coordination with three public housing authorities. Maintaining and supporting landlord engagement in rural and urban areas. Mitigation funds for costs not eligible through other resources. Coordination and support for landlords to access mitigation resources. 6.25 FTE
Data Collection & HMIS	$256,730	Data collection related to households housed by through EO funding. Training and ongoing data quality management, customized reports to analyze service impacts, including housing retention, equity, geography, and service to priority populations. 2.25 FTE
Coordinated Entry Planning & Delivery	$343,315	CE System planning, policy, and practice improvements based on HMIS reports and client feedback. CE delivery and coordination with mainstream service providers and alignment with other human service systems to support clients to remain in housing. 3.25 FTE
Technical Assistance & Admin Costs	$293,100	Technical assistance for service providers, system development and other administrative costs. .50 FTE
	$1,753,365	Original request was $4,139,037. This is $2,385,672 less.

Organization	Shelter	Item	Cost	Cost by Site	Up to 10% Admin	Total	Recommended for Funding	Remaining Needs for EO-funded Shelters
Center for Hope & Safety	Mosaic - Bldg 1	Siding repairs	$ 60,056					
		ADA fire alarms	$ 4,027					
		Fire rating doors	$ 48,690					
		Flooring, joists, and subflooring repairs	$ 24,655					
		Plumbing repairs	$ 2,829					
		Soffits to cover fire supression pipes	$ 7,110					
		Painting additions	$ 6,971					
		Junction boxes/electrical up to code	$ 10,046					
		Construction insurance	$ 59,291					
				$ 223,675	$ 22,368	**$ 246,043**	**$ -**	$ 246,043
Church at the Park	Young Adult Microshelter Village	Security fencing	$ 53,345	**$ 53,345**	$ -	**$ 53,345**	**$ -**	$ 53,345
	Polk - Dallas	Duplex construction	$ 780,000	**$ 311,466**	$ 31,147	**$ 342,613**	**$ 342,613**	0
	Polk - Monmouth	Fire suppression & mechanical upgrades	$ 400,000	**$ 400,000**	$ 40,000	**$ 440,000**	**$ 384,882**	$ 55,118
Mid-Willamette Valley Community Action Agency	Family Shelter	Plumbing	$ 272,631					
		Flooring - post plumbing	$ 106,797					
		Painting - post plumbing	$ 38,001					
				$ 417,429	$ 41,743	**$ 459,172**	**$ 459,172**	0
Sheltering Silverton	Congregate Shelter	Energy efficiency upgrades	$ 31,040					
		Storage	$ 1,900					
		Rain barrel/gutters/cover	$ 575					
		Bedding	$ 814					
				$ 34,329	$ 3,433	**$ 37,762**	**$ -**	$ 37,762
United Way of the Mid-Willamette Valley	**SafeSleep**	Fire suppression	$ 9,497	**$ 9,497**	$ -	**$ 9,497**	**$ -**	$ 9,497
			Total	**$ 1,449,741**	**$ 138,691**	**$ 1,588,432**	**$ 1,186,667**	**$ 401,765**

Marion/Polk MAC Group Status Report - June 2024
Objectives
Monitor timelines for creation of final shelter beds
Finalize LTRA Community Plan
Continue to process reimbursements for subgrantees
Continue to increase the number of households that complete move-ins through new EO 23-02 RRH projects
Monitor and report on progress, including eviction prevention, shelters, outreach, rehousing, and spend-down reporting
Challenges
Low vacancy rates of affordable rental housing means dozens of households remain in emergency shelter or on the streets while searching for housing.
Highlights
CoC Board approved the final LTRA Community Plan.
CoC Board approved recommended subcontracts for ORI-funded Rehousing Services, to meet the local goal of rehousing 120 new households by June 30, 2025.
Surpassed the original EO goal to rehouse 187 households by 33% and housed more than 250 unsheltered households as of June 28, 2024.
Needs from the State (policy, additional assistance...)
Assistance to address barriers to securing State aid for clients needing assistance in completing activities of daily living.
Continued communication about progress, changes, and expectations. Continued access to technical assistance.