Chicago Continuum of Care Board of Directors Meeting
City Hall
121 N. LaSalle, Room 501A
Chicago, IL
November 7, 2018
2:00 pm – 4:00 pm

AGENDA

I. Welcome, Introductions/Roll Call – Commissioner Lisa Morrison Butler 2:00 pm

II. ☑ Consent Agenda Items – Commissioner Lisa Morrison Butler 2:05 pm
   a. November Meeting Agenda
   b. August Board Meeting Minutes
   d. Board Committee Reports (Collaborative Applicant Committee; HMIS Committee)

III. ☑ Finance Committee Report – Richard Rowe 2:10 pm
     a. ☑ Request to Utilize Reserves

IV. Chicago's Dashboard to End Homelessness – Maura McCauley 2:15 pm

V. Upcoming Anticipated Decision Points – Dave Thomas 2:25 pm

VI. ☑ Governance Discussion – Commissioner Lisa Morrison Butler 2:30 pm
    a. UFA Community-wide Survey – 5 mins
    b. Board terms – 25 mins
    c. Board Committee Structure – 35 mins
    d. Reconciling changes in the Charter – 10 mins (for reference: Chicago CoC Governance Charter)

VII. Public Comment Period – Commissioner Lisa Morrison Butler 3:45 pm

VIII. Adjournment – Commissioner Lisa Morrison Butler 4:00 pm

☑ = Voting item
☑️ = Document included in Board packet
Chicago CoC Board of Directors Meeting  
Meeting Minutes  
August 15, 2018  
City Hall  
121 North LaSalle St  
Chicago, IL  

(Minutes submitted by Karen Kowal, All Chicago)

In Attendance:
Board Members: Fred Friedman, Richard Rowe, Larry Smith, Gwendolyn Turner, Evelyn Diaz, Jeri Linas, Mark Ishaug, Commissioner Lisa Morrison Butler, Janel Forde, Ben Applegate, Christy Prahl, Anna Lee, Lore Baker, Mary Howard, Audra Hamernick

Alternates: Chris O’Hara, Otha Gaston, Kenneth Burnett, Pete Toepfer, Anthony Simpkins, Sheri Cohen, Carmello Barbaro

Action Agenda Co-Lead Project Managers: Maura McCauley, Dave Thomas

Guests: Joan Bundley (parliamentarian), Nonie Brennan, Arturo Bendixen, Christine Riley, Jennifer Miller-Rehnfield, Keri Lowder, Sterling Gildersleeve, Steve Gaydos, Debbie Reznik, Mary Eisner, Jackie Edens, Sherri Allen Reeves, Adam Rogers,

I. Meeting was called to order by the Board Chair, Commissioner Morrison-Butler at 9:34am. Board members and audience members introduced themselves.

II. Consent Agenda Items were passed unanimously

III. Finance Committee Report was presented and reviewed by the Board

IV. Chicago Dashboard to End Homelessness:
   a. System Goals Dashboard was reviewed for the first time by the Board. Questions around data updates, pertinence, quality, and clarity were asked. Kim Schmitt from All Chicago responded accordingly.
   b. Webinar opportunities regarding understanding of the dashboard were discussed. Kim will send out webinar dates to the Board.

V. The Action Agenda:
   a. Dave Thomas presented a high-level overview of the FY 2018 NOFA.
   b. The 2018 Ranking Policy Recommendation was reviewed and passed unanimously.
   c. The Appeals Panel decision to reject an organization’s appeal was reviewed and discussed by the Board.
VI. UFA Discussion:
a. Dave presented on All Chicago’s intent to apply for United Funding Agency status. The Board followed-up with questions/concerns. The board committed to having on-going discussions about the UFA.

VII. Public Comments:
a. Board terms was raised as an unresolved issue.
b. CoC membership was also raised as a concern.
c. Commissioner Morrison-Butler stated she would address these issues and bring it back to the Board for further discussion.

VIII. The Board adjourned at 11:24pm.
In an effort to further the Board’s discussion of CoC governance, the Collaborative Applicant Committee (the “Committee”) has prepared the following report on our activities in 2018. Additionally, we have identified areas where the attention of the Board is requested to further the work of the CoC.

To provide some **Background** and context on the work of the Committee, as set forth in the Charter,

The **Collaborative Applicant Committee** is responsible for:

- Annually reviewing the performance of the Collaborative Applicant;
- Resolving stakeholder challenges of decisions by the Collaborative Applicant; and
- Leading the every-three-year process of either re-appointing the Collaborative Applicant or undertaking a competitive process.

Our **2018 Activities** included

**Annually reviewing the performance of the Collaborative Applicant;**

- All Chicago provides quarterly reports to the committee on the Major Deliverables & Activities outlined in Exhibit A to the Memorandum of Understanding (“MOU”) between All Chicago and the CoC Board
- The committee conducted a survey of stakeholders on their experience with and the performance of All Chicago
- The committee will provide a report to the CoC board on All Chicago's performance in 2018 at the December meeting

**Resolving stakeholder challenges of decisions by the Collaborative Applicant; and**

- For the annual scoring of CoC funded projects, the committee is the second step of the appeals process—after All Chicago and before the CoC Board
- In 2018 the committee reviewed 11 appeals. This is significantly down from 2017 in part due to feedback provided by the committee that helped improve the evaluation forms and process to reduce the need for appeals

**Leading the every-three-year process of either re-appointing the Collaborative Applicant or undertaking a competitive process.**

- In 2016 the committee issued an RFP for the Collaborative Applicant and recommended All Chicago to the CoC Board on 2/15/17 for a three-year term beginning 1/1/2018 through 12/31/2020 subject to annual performance evaluation
- A one-year MOU for 2018 was executed 2/12/2018 and expires 12/31/2018

**Going Forward,** areas which the Committee has identified for Board engagement include:

- Committee member composition: Additional Board member representation improve two-way communications between the Board and the Committee
- The MOU covering 2019: Are there any revisions? Focus area: Major Deliverables & Activities
  
  - The MOU is the primary document setting forth the roles and responsibilities of the Collaborative Applicant and is the benchmark by which the Committee reviews performance.
- As noted above, the current MOU expires 12/31/2018. The Committee is requesting guidance on the content of the MOU going forward
Preamble
The Chicago Continuum of Care (CoC) is a membership-based organization comprised of a variety of stakeholders committed to preventing and ending homelessness through the design and implementation of plans, which are consistent with local, state, and federal policies. Towards that end, the Chicago CoC enters into a collegial relationship with its designated Collaborative Applicant (CA) to ensure that the goals of developing and sustaining a culture of trust, respect and support among all of its members is mutually realized. The attainment of these goals will support the development and implementation of essential initiatives so that those served through the many programs and services available within the Chicago CoC derive the maximum benefit possible on their journey to independence and economic self-sufficiency.

It is expected that the Chicago CoC and the CA will work together to ensure that the Chicago CoC achieves, and maintains, a HUD high-performance status, thus affording the opportunity to acquire enhanced funding to further support the accomplishment of the overall established goals of the Chicago CoC. Further, in the accomplishment of their defined responsibilities the CA will provide informed technical information, associated research and support required by the various committees, workgroups and like bodies as defined in the Charter and outlined in the Memorandum of Understanding (MOU).

The Chicago CoC Membership, and the CA commit to timely responses, open communication and collaborative working strategies, from each other, in the accomplishment of tasks necessary to ensure efficient and effective operations of the Chicago CoC.

1. Parties

This Memorandum of Understanding (“MOU”) is made and entered into by and between the Chicago Continuum of Care ("CoC") and All Chicago, the Collaborative Applicant (CA) for the Chicago CoC, defining the services to be provided by the Collaborative Applicant, establishing performance expectations and reporting requirements of the Collaborative Applicant and establishing a process for reviewing the performance of the Collaborative Applicant annually.

2. Purpose

This MOU governs the duties, assignments and responsibilities of the Chicago CoC and its governing body, its Collaborative Applicant Committee, and the Collaborative Applicant.

3. Background Role of the Collaborative Applicant
The Chicago Alliance to End Homelessness a program of All Chicago ("CAEH") has been designated as the Collaborative Applicant for the Chicago CoC and will serve in that role until the next annual review of performance and Chicago CoC confirmation that will occur no later than December 31, 2018.

For the purposes of the annual HUD CoC application and the management of Chicago CoC Program planning grants, the CoC must designate a grant recipient to be the Collaborative Applicant. The Collaborative Applicant is the only entity that may:

- Submit the Chicago CoC Consolidated Application to HUD
- Apply for Chicago CoC Program grants from HUD on behalf of the Continuum
- Apply for and receive Chicago CoC Program planning funds on behalf of the Chicago CoC

4. Duties and Responsibilities of the Collaborative Applicant

The CA will also assume responsibility for the following deliverables and subsequent activities outlined in Exhibit A: Scope of Services.

5. Role of the Collaborative Applicant Committee

Annually, the Chicago CoC’s Collaborative Applicant Committee will review the Collaborative Applicant’s performance on metrics agreed upon in this MOU. The Committee’s recommendation(s) will be reviewed by the Chicago CoC Board of Directors annually and renewed by a 2/3 vote of then-seated Board members. The renewal of this MOU must be approved by the full Chicago CoC.

Every three years, the Collaborative Applicant Committee will be charged by the Board to lead a process of recommending reselection of the Collaborative Applicant or initiating a competitive process to select a Collaborative Applicant.

6. Term of MOU

This MOU shall commence date of execution, as designated by the signatures of both parties and continue through December 31, 2018, unless this MOU is terminated sooner by written agreement of both parties. The parties may extend the term of this MOU for no more than twelve months from the date of execution, by written amendment from the Chicago CoC Board of Directors, at any time prior to the expiration of this MOU.

The CA acknowledges that if at any time their duties and responsibilities as CA pursuant to this Memorandum of Understanding ("MOU") are terminated or end in accordance with the expiration of a contract, the CA is obligated to participate in an expedient and professional transition of knowledge, documents, grants and all other relevant information (even if not identified by name in this document) to the successor entity. This transition will also include a formal training period, term of which will be negotiated by the CAC and the parties involved, to facilitate the successful transfer of information with minimal disruption to the COC.”

2018 Collaborative Applicant Memorandum of Understanding
7. Scope of Services

The services that the CA shall provide under this MOU are those described in Exhibit A incorporated herein to this MOU.

Scope of Services are subject to change, as agreed to by both parties, depending on the amount of funding that is allocated to the CA to complete the work of the Chicago CoC.

8. Grants/Contracts

All government grants/contracts awarded to the CA that exclusively support the activities conducted by the CA on behalf of the Chicago CoC are subject to reassignment should there be a change in the CA designation. Reassignment of private individual or foundation grants awarded to the CA that exclusively support the activities conducted by the CA on behalf of the Chicago CoC will be discussed with each funder should there be a change in the CA designation and carried out according to donor intent.

New opportunities for funding and template language for funding applications made by the CA that exclusively support the activities performed by the CA on behalf of the Chicago CoC will be shared for review and input by the Collaborative Applicant Committee and Chicago CoC Governing Board. The template language will remain confidential information between the CA, the Collaborative Applicant Committee, and the Chicago CoC Governing Board.

9. Performance Reporting Template

The CA will report on its performance to the Collaborative Applicant Committee utilizing a report that follows the template set forth in Exhibit B: Quarterly Performance Reporting Template.

10. Budget

The budget is set forth in Exhibit C: Budget.


a) Amendments. Either party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all parties to this MOU.

b) Entirety of Agreement. This Agreement, including any referenced documents or exhibits, constitutes the entire agreement of the parties with respect to the matters contained herein. No modification of or amendment to this Agreement shall be effective unless such modification or amendment is in writing and signed by both parties hereto.
c) **Severability**: Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of this MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

d) **Compliance with Laws**: The parties shall at all times comply with all applicable laws, federal, and state, county, municipal statutes, ordinances and regulations relating to this MOU or which may affect the performance of this MOU.

e) **Indemnification**: Each party shall be responsible for the negligent acts or omissions of its officers, agents, directors and employees to the extent allowable by law.

f) **No Personal Liability**: No officer, member, official, employee or agent of the Chicago Continuum of Care or the CA shall be personally liable in connection with this MOU.

g) **Governing Law**: This MOU and all subsequent amendments shall be governed and construed in accordance with the laws of the State of Illinois. The exclusive venue for any dispute shall be Cook County, Illinois.

h) **Signatures**: In Witness Whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein. The effective date of this MOU is the date of the signature last affixed to this page.

---

Nonie Brennan  
Executive Director/CEO  
All Chicago  

[Signature]  
Date: 2/12/18

[Signature]  
Insert Name  
Chairperson  
Board of the Chicago Continuum of Care  

[Signature]  
Date: 2/12/18
Chicago Continuum of Care
Collaborative Applicant 2018 MOU
Exhibit A - Scope of Services

COLLABORATIVE APPLICANT INFORMATION

Collaborative Applicant: All Chicago

Term of contract: January 1 – December 31, 2018

Contract amount: $1,250,000.00

COLLABORATIVE APPLICANT CONTACT INFORMATION:

Program Director
Name: Dave Thomas
Phone Number: (312) 379-0301 Ext. 12
E-Mail: DThomas@allchicago.org
Mailing Address: 651 W. Washington Blvd., Suite 504, Chicago, Il 60661

Executive Director/CEO
Name: Nonie Brennan
Phone Number: (312) 379-0301 Ext. 13
E-Mail: NBrennan@allchicago.org
Mailing Address: 651 W. Washington Blvd., Suite 504, Chicago, Il 60661

Sub-contracted partner agencies - Indicate “Not applicable” if none.

<table>
<thead>
<tr>
<th>Agency Name</th>
<th>Major Function/Role</th>
<th># of Positions supported by the CA on behalf of the Chicago CoC</th>
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<tbody>
<tr>
<td>N/A</td>
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Number of staff positions supported by this contract (total at both grantee agency and at any other sub-contracted partner agencies):

<table>
<thead>
<tr>
<th>Employment Type</th>
<th># of Positions</th>
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<tbody>
<tr>
<td>Full-time</td>
<td>21</td>
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<tr>
<td>Part-time</td>
<td></td>
</tr>
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</table>
Listing of positions supported by this contract - indicate % of time spent on program.

<table>
<thead>
<tr>
<th>Title</th>
<th>% of time spent</th>
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</thead>
<tbody>
<tr>
<td>President/CEO</td>
<td>25%</td>
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<tr>
<td>VP of Community Partnerships</td>
<td>100%</td>
</tr>
<tr>
<td>VP of Communications</td>
<td>20%</td>
</tr>
<tr>
<td>CFO</td>
<td>35%</td>
</tr>
<tr>
<td>Director of Programs</td>
<td>100%</td>
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<tr>
<td>VP of Information Systems</td>
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<tr>
<td>Director of HMIS</td>
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<tr>
<td>CoC Compliance Manager</td>
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<tr>
<td>CoC TA Manager</td>
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<tr>
<td>CoC Special Initiatives Manager</td>
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</tr>
<tr>
<td>Finance Manager</td>
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</tr>
<tr>
<td>Systems Manager</td>
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<tr>
<td>Data Analyst (1)</td>
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<tr>
<td>TA Coordinator</td>
<td>100%</td>
</tr>
<tr>
<td>Training Coordinator</td>
<td>100%</td>
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<tr>
<td>Communications Coordinator</td>
<td>100%</td>
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<tr>
<td>Data Analyst (2)</td>
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<tr>
<td>Data Analyst Support</td>
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<tr>
<td>Program Associate (1)</td>
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<tr>
<td>Program Associate (2)</td>
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<tr>
<td>CoC Project Coordinator</td>
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Basic Schedule of Operations:
Site address: 651 W. Washington Blvd., Suite 504, Chicago, IL 60661

Days of Operation

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<tr>
<th></th>
<th>SUN</th>
<th>MON</th>
<th>TUES</th>
<th>WED</th>
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<td>9am</td>
<td>9am</td>
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<tr>
<td>TO (time)</td>
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<td>5pm</td>
<td>5pm</td>
<td>5pm</td>
<td>5pm</td>
<td>N/A</td>
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MAJOR DELIVERABLES & ACTIVITIES

While all activities described are key to the success of the continuum, the responsibilities below are ordered by priority.

CoC Planning Grant

The CA is responsible for completing the CoC Planning Grant Application (PGA) in accordance with the HEARTH Act and annual HUD NOFA guidelines. The CA MUST submit the PGA for review by CA Committee and approval of the Chicago CoC Board of Directors.

- CoC Application Completion and Submission
- HUD Registration
- Grant Inventory Worksheet & Housing Inventory Chart
- Project Application Review
- Point-In-Time Count in collaboration with Chicago Department of Family Support Services
- Implementation and facilitation of the Chicago CoC approved project evaluation and review process
- COC Project Rankings List
- Implementation facilitation of the Chicago CoC approved site visit evaluation and review process

CoC Performance

The CA shall monitor Chicago CoC programs in accordance with an approved plan from the System Performance & Evaluation Committee to ensure compliance with HUD requirements, as referenced in the CoC Governance Charter, Article 10; Section 1.

- Compliance with Chicago CoC Program Rule, NOFA-specific terms and conditions and the Written Standards adopted by the Chicago CoC
- Monitor Chicago CoC Programs based on HEARTH Regulations, Quality Assurance Plan, and Program Models Chart
- Ensure Chicago CoC Programs serving homeless households, establish policies and procedures to comply with the McKinney-Vento Homeless Assistance Act
- Review Annual Chicago CoC Debrief of NOFA Application with Collaborative Applicant Committee
- Chicago CoC program progress reporting and compliance with HUD match requirements
- Maintaining confidentiality of participant information and project location information in the case of family violence projects

Agency Capacity Building

The CA must review HUD’s scoring of the Chicago CoC application submitted by the CA and provide in-depth capacity building and technical assistance to Chicago CoC grantees in areas that received less than the maximum number of points thus moving toward a high-performing status.
- Facilitate Training & Supports
- HEARTH Act Regulations
- System & Program Best Practices
- Peer to Peer Trainings (Service Providers, Lived Experience)
- Lived Experience Trainings, related to CoC Business i.e. Committee Leadership, Note Taking, etc.,
- HUD COC Quarterly Partner Meetings

**Administrative Advocacy**

- The CA will be responsible for advocating, within allowable guidelines, either directly or through other trade associations with CoC funding agencies the needs and priorities of the Chicago CoC and its’ membership. The Advocacy Committee of the CoC is responsible for coordinating, partnering and/or leading the effort to influence policy and resource allocation that affects the Chicago CoC. The committee will work in coordination with other political advocacy groups on shared policy agendas and may also lead policy initiatives that closely align with Chicago CoC goals. The Collaborative Applicant is expected to support and promote the needs and priorities of the Chicago CoC, as determined by the Advocacy Committee and approved by the Chicago CoC Board of Directors, in its interactions with other like-minded entities, trade associations and third party advocacy organizations such as but not limited to, National Alliance to End Homelessness (NAEH, Housing Action Illinois (HAIL), Supportive Housing Providers Association (SHPA), Chicago Coalition for the Homeless, National Alliance of Non-Profits, and others.
- Advocate on the local and national level on behalf of Persons with Lived Experience

**CoC Communications**

The CA will maintain a contact list of all Chicago CoC members and distribute a newsletter to the Chicago CoC membership on a monthly basis.

The CA must maintain a separate website or domain dedicated exclusively to the business of the Chicago CoC making it readily accessible to the CoC & Committee Leadership and user friendly to the general public.

- Develop and maintain Chicago CoC dedicated website or domain exclusive to Chicago CoC business.
- Develop and maintain Chicago CoC membership contact list
- Develop and Maintain Chicago CoC membership Program list, including Program Name, Program Model, Site Location, Program Capacity, Primary Services
- Develop and maintain Chicago CoC newsletter

**Committee Supports & System Representation**

The CA will support the Chicago CoC Lived Experience Commission (LEC) directly or through a contracted entity selected by the Lived Experience Commission. Support includes but is not limited to leadership development, technical assistance, supporting people in Chicago CoC leadership positions and generally ensuring meaningful participation of people with lived experience of homelessness in the
Chicago CoC. The CA will be responsible for taking minutes of the LEC and Chicago CoC Board of Directors meetings and posting them to the website within prescribed deadlines. The CA will be responsible for posting all materials produced in fulfillment of qualified Chicago CoC business.

- Collaborative applicant to support the various committees of the Chicago CoC as outlined in Exhibit A: Scope of Services
- Collaborative applicant to participate as a representative of the Chicago CoC as outlined Exhibit A: Scope of Services

MANDATORY ACTIVITIES

- Reports – as determined by the Collaborative Applicant Committee
- Meetings – Participation in meetings with the Collaborative Applicant Committee as requested
- Customer Satisfaction Surveys – distribute, collect, and report on Customer Satisfaction surveys following All Chicago CoC Meetings, Webinars, Trainings, etc.,

SUBMITTAL AND APPROVAL:

| a) CA representative signature: | 
| b) Name (typed) | Dave Thomas, Vice President of Community Partnerships |
| c) Date submitted: | February 12, 2018 |
| d) CoC Board Chair signature: | 
| e) Name (typed): | JACQUELINE EDENS |
| f) Date approved: | 2.12.2018 |