

**City of Fayetteville Staff Review Form**

**2016-0522**

**Legistar File ID**

**12/6/2016**

**City Council Meeting Date - Agenda Item Only**  
N/A for Non-Agenda Item

Yolanda Fields

11/16/2016

Community Resources /  
Development Services Department

**Submitted By**

**Submitted Date**

**Division / Department**

**Action Recommendation:**

Staff recommends approval of grant agreement renewals for Special Needs Assistance Program (SNAP) grants AR0038BL6F011402, AR0043B6F011100, AR0044B6F011100, and AR0039L6F011401; staff recommends approval of a budget adjustment recognizing SNAP Grant 39 revenue and reconciling SNAP accounts to reflect new budget.

**Budget Impact:**

2180.642.4955      2180.642.4956  
2180.642.4957      2180.642.4958

CDBG - Hearth

Account Number

Fund

N/A

N/A

Project Number

Project Title

**Budgeted Item?**    Yes

Current Budget      \$      389,946.40

Funds Obligated      \$      -

Current Balance      **\$      389,946.40**

**Does item have a cost?**    No

Item Cost

**Budget Adjustment Attached?**    Yes

Budget Adjustment      \$      33,513.00

Remaining Budget      **\$      423,459.40**

V20140710

Previous Ordinance or Resolution #      143-15

Original Contract Number:      \_\_\_\_\_

Approval Date:      \_\_\_\_\_

Comments:



## CITY COUNCIL AGENDA MEMO

### MEETING OF DECEMBER 6, 2016

**TO:** Mayor and City Council  
**THRU:** Jeremy Pate, Development Services Director  
**FROM:** Yolanda Fields, Community Resources Director  
**DATE:** November 16, 2016  
**SUBJECT:** Renewed Special Needs Assistance Program Grant Agreements

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#### RECOMMENDATION:

Staff recommends approval of the Special Needs Assistance Program (SNAP) grant agreement renewals and the budget adjustment recognizing grant AR0039L6F011502 revenue.

#### BACKGROUND:

HUD Little Rock Field Office approached the City of Fayetteville to prevent the loss of grant funds that support individuals, families, and veterans who are experiencing homelessness. The grants were previously administered by Seven Hills Homeless Center.

On August 18, 2016, per resolution 143-15, City Council approved the letter of intent to accept grants 38, 39, 43, and 44. On September 15, 2015, City Council, by resolution 170-15, approved the SNAP grant agreements for grants 38, 43 and 44 in an amount totaling \$414,461. Due to an administrative delay with HUD, grant 39 was not sent at that time but is now available.

#### DISCUSSION:

In order to meet the grant program goals, SNAP Grant AR0038L6F011503 in the amount of \$115,271, SNAP Grant AR0043L6F011501 in the amount of \$194,360, and SNAP Grant AR0044L6F011501 in the amount of \$37,134 must be executed so the funds may continue to be drawn from the funding system.

Furthermore, the agreement for SNAP Grant AR0039L6F011502 in the amount of \$33,513 will need to be approved and the funds recognized per the attached budget adjustment.

#### BUDGET/STAFF IMPACT:

Hearth Grant Funding Budget net decrease \$9,669.

#### Attachments:

Renewal Grant Agreements  
Budget Adjustment

**Tax ID No.:** 71-6018462

**CoC Program Grant Number:** AR0038L6F011503

**Effective Date:**

**DUNS No.:** 141310578

**Component:** TH

**Recipient:** City of Fayetteville

Official Contact Person and Title: Ms. Yolanda Fields, Community Resources Administrator

Telephone Number: (479) 575-8290

Fax Number: (479) 444-3445

E-mail Address: [yfields@fayetteville-ar.gov](mailto:yfields@fayetteville-ar.gov)

**Operating Start Date:** September 1, 2016

**Project Location(s):** Fayetteville, Arkansas and Northwest Arkansas CoC

## CONTINUUM OF CARE PROGRAM Grant Agreement

This Grant Agreement (“this Agreement”) is made by and between the United States Department of Housing and Urban Development (“HUD”) and City of Fayetteville (the “Recipient”).

This Agreement is governed by title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11301 *et seq.* (the “Act”) and the Continuum of Care Program rule (the “Rule”).

The terms “Grant” or “Grant Funds” mean the funds that are provided under this Agreement. The term “Application” means the application submissions on the basis of which the Grant was approved by HUD, including the certifications, assurances, and any information or documentation required to meet any grant award condition. All other terms shall have the meanings given in the Rule.

The Application is incorporated herein as part of this Agreement, except that only those projects listed, and only in the amounts listed on a Scope of Work exhibit, are funded by this Agreement. In the event of any conflict between any application provision and any provision contained in this Agreement, this Agreement shall control.

Exhibit 1, the FY2015 Scope of Work, is attached hereto and made a part hereof. If in the future appropriations are made available for Continuum of Care grants; if Recipient applies under a Notice of Funds Availability published by HUD; and, if pursuant to the selection criteria in the Notice of Funds Availability, HUD selects Recipient and one or more projects listed on Exhibit 1 for renewal, then additional Scope of Work exhibits may be attached to this Agreement. Those additional exhibits, when attached, will also become a part hereof.

The effective date of the Agreement shall be the date of execution by HUD and it is the date use of funds under this Agreement may begin. Each project will have a performance period that will be listed on the Scope of Work exhibit(s) to this Agreement. For renewal projects, the period of performance shall begin at the end of the Recipient’s final operating year for the project being renewed and eligible costs incurred for a project between the end of Recipient’s final operating year under the grant being renewed and the execution of this Agreement may be paid with funds from the first operating year of this Agreement.

For each new project funded under this Agreement, Recipient and HUD will set an operating start date in eLOCCS, which will be used to track expenditures, to establish the project performance period and to determine when a project is eligible for renewal. Recipient hereby authorizes HUD to insert the project performance period for new projects into the exhibit without Recipient signature, after the operating start date is established in eLOCCS.

This Agreement shall remain in effect until termination either: 1) by agreement of the parties; 2) by HUD alone, acting under the authority of 24 CFR 578.107; 3) upon expiration of the final performance period for all projects funded under this Agreement; or 4) upon the expiration of the period of availability of funds for all projects funded under this Agreement.

Recipient agrees:

1. To ensure the operation of the project(s) listed on the Scope of Work in accordance with the provisions of the Act and all requirements of the Rule;
2. To monitor and report the progress of the project(s) to the Continuum of Care and HUD;
3. To ensure, to the maximum extent practicable, that individuals and families experiencing homelessness are involved, through employment, provision of volunteer services, or otherwise, in constructing, rehabilitating, maintaining, and operating facilities for the project and in providing supportive services for the project;
4. To require certification from all subrecipients that:
  - a. Subrecipients will maintain the confidentiality of records pertaining to any individual or family that was provided family violence prevention or treatment services through the project;
  - b. The address or location of any family violence project assisted with grant funds will not be made public, except with written authorization of the person responsible for the operation of such project;
  - c. Subrecipients will establish policies and practices that are consistent with, and do not restrict, the exercise of rights provided by subtitle B of title VII of the Act and other laws relating to the provision of educational and related services to individuals and families experiencing homelessness;
  - d. In the case of projects that provide housing or services to families, that subrecipients will designate a staff person to be responsible for ensuring that children being served in the program are enrolled in school and connected to appropriate services in the community, including early childhood programs such as Head Start, part C of the Individuals with Disabilities Education Act, and programs authorized under subtitle B of title VII of the Act;
  - e. The subrecipient, its officers, and employees are not debarred or suspended from doing business with the Federal Government; and
  - f. Subrecipients will provide information, such as data and reports, as required by HUD; and
5. To establish such fiscal control and accounting procedures as may be necessary to assure the proper disbursement of, and accounting for grant funds in order to ensure that

all financial transactions are conducted, and records maintained in accordance with generally accepted accounting principles, if the Recipient is a Unified Funding Agency;

6. To monitor subrecipient match and report on match to HUD;
7. To take the educational needs of children into account when families are placed in housing and will, to the maximum extent practicable, place families with children as close as possible to their school of origin so as not to disrupt such children's education;
8. To monitor subrecipients at least annually;
9. To use the centralized or coordinated assessment system established by the Continuum of Care as required by the Rule. A victim service provider may choose not to use the Continuum of Care's centralized or coordinated assessment system, provided that victim service providers in the area use a centralized or coordinated assessment system that meets HUD's minimum requirements and the victim service provider uses that system instead;
10. To follow the written standards for providing Continuum of Care assistance developed by the Continuum of Care, including those required by the Rule;
11. Enter into subrecipient agreements requiring subrecipients to operate the project(s) in accordance with the provisions of this Act and all requirements of the Rule; and
12. To comply with such other terms and conditions as HUD may have established in the applicable Notice of Funds Availability.

HUD notifications to the Recipient shall be to the address of the Recipient as stated in the Application, unless HUD is otherwise advised in writing. Recipient notifications to HUD shall be to the HUD Field Office executing the Agreement. No right, benefit, or advantage of the Recipient hereunder may be assigned without prior written approval of HUD.

The Agreement constitutes the entire agreement between the parties hereto, and may be amended only in writing executed by HUD and the Recipient.

By signing below, Recipients that are states and units of local government certify that they are following a current HUD approved CHAS (Consolidated Plan).

This agreement is hereby executed on behalf of the parties as follows:

**UNITED STATES OF AMERICA,  
Secretary of Housing and Urban Development**

BY: \_\_\_\_\_

(Signature)

Clinton E. Johnson, Community Planning and Development Director

(Typed Name and Title)

\_\_\_\_\_  
(Date)

**RECIPIENT**

City of Fayetteville

(Name of Organization)

BY: \_\_\_\_\_

(Signature of Authorized Official)

Honorable Lionel Jordan, Mayor

(Typed Name and Title of Authorized Official)

\_\_\_\_\_  
(Date)

**Tax ID No.:** 71-6018462  
**CoC Program Grant Number:** AR0038L6F011503  
**Effective Date:**  
**DUNS No.:** 141310578

**EXHIBIT 1**  
**SCOPE OF WORK for FY2015 COMPETITION**

1. The project listed on this Scope of Work is governed by the Continuum of Care Program Interim Rule attached hereto and made a part hereof as Exhibit 1a. Upon publication for effect of a Final Rule for the Continuum of Care program, the Final Rule will govern this Agreement instead of the Interim Rule. The project listed on this Exhibit at 4 below, is also subject to the terms of the Notice of Funds Availability for the fiscal year listed above.
2. The Continuum that designated Recipient to apply for grant funds (has/has not) been designated a high performing community by HUD for the applicable fiscal year.
3. Recipient is not the only Recipient for the Continuum of Care. HUD's total funding obligation for this grant and project is **\$115,271**, allocated between budget line items, as indicated in 4. below.
4. HUD agrees, subject to the terms of this Agreement, to provide the Grant funds for the project application listed below in the amount specified below to be used during the performance period established below. However, no funds for new projects may be drawn down by Recipient until HUD has approved site control pursuant to the Rule and no funds for renewal projects may be drawn down by Recipient before the end date of the project's final operating year under the grant that has been renewed.

| <u>Project No.</u>   | <u>Performance Period</u>  |
|--|----------------------------|
| (AR0038L6F011503)  | (09- 1- 2016 – 08-31-2017) |
| allocated between budget line items as follows:  |                            |
| a. Continuum of Care planning activities   | \$0 _____                  |
| b. UFA costs   | \$0 _____                  |
| c. Acquisition   | \$0 _____                  |
| d. Rehabilitation  | \$0 _____                  |
| e. New construction  | \$0 _____                  |
| f. Leasing   | \$0 _____                  |
| g. Rental assistance   | <u>\$104,660</u>           |
| (of which \$_____ is for short-term and medium-term rental assistance for persons at risk of homelessness) |                            |
| h. Supportive services   | <u>\$6,000</u>             |
| i. Operating costs   | \$0 _____                  |
| j. Homeless Management Information System  | \$0 _____                  |
| k. Administrative costs  | <u>\$4,611</u>             |

I. Relocation costs

m. Housing relocation and stabilization services \$0\_\_\_\_\_In accordance with the Rule, Recipient is prohibited from moving more than 10% from one budget line item in a project's approved budget to another without written amendment to this Agreement.

5. If grant funds will be used for payment of indirect costs, pursuant to 2 CFR 200, Subpart E - Cost Principles, the Recipient is authorized to insert the Recipient's federally recognized indirect cost rates (including if the de minimis rate is charged per 2 CFR §200.414) on the attached Federally Recognized Indirect Cost Rates Schedule, which Schedule shall be incorporated herein and made a part of the Agreement. No indirect costs may be charged to the grant by the Recipient if their federally recognized cost rate is not listed on the Schedule. Do not include indirect cost rates for Subrecipients, however, Subrecipients may not charge indirect costs to the grant if they do not also have a federally recognized indirect cost rate.
6. The project has not been awarded project-based rental assistance for a term of fifteen (15) years. Funding is provided under this Scope of Work for the performance period stated in paragraph 4. Additional funding is subject to the availability of annual appropriations.
7. Program income earned during the grant term shall be retained and may either be 1) added to funds committed to the project by HUD and the recipient and used for eligible activities; or 2) used as match.



**Tax ID No.:** 71-6018462

**CoC Program Grant Number:** AR0038L6F011503

**Effective Date:**

**DUNS No.:** 141310578

**FEDERALLY RECOGNIZED INDIRECT COST RATE SCHEDULE**

| <u>Grant No.</u> | <u>Recipient Name</u> | <u>Indirect cost rate</u> | <u>Cost Base</u> |
|------------------|-----------------------|---------------------------|------------------|
| _____            | _____                 | _____ %                   | _____            |

UNITED STATES OF AMERICA,  
Secretary of Housing and Urban Development

BY: \_\_\_\_\_

(Signature)

Clinton E. Johnson, Community Planning and Development Director

(Typed Name and Title)

\_\_\_\_\_

(Date)

RECIPIENT

City of Fayetteville

(Name of Organization)

BY: \_\_\_\_\_

(Signature of Authorized Official)

Honorable Lionel Jordan, Mayor

(Typed Name and Title of Authorized Official)

\_\_\_\_\_

(Date)

**Tax ID No.:** 71-6018462

**CoC Program Grant Number:** AR0043L6F011501

**Effective Date:**

**DUNS No.:** 141310578

**Component:** PSH

**Recipient:** City of Fayetteville

Official Contact Person and Title: Ms. Yolanda Fields, Community Resources Administrator

Telephone Number: (479) 575-8290

Fax Number: (479) 444-3445

E-mail Address: [yfields@fayetteville-ar.gov](mailto:yfields@fayetteville-ar.gov)

**Operating Start Date:** June 1, 2016

**Project Location(s):** Fayetteville, Arkansas and Northwest Arkansas CoC

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For each new project funded under this Agreement, Recipient and HUD will set an operating start date in eLOCCS, which will be used to track expenditures, to establish the project performance period and to determine when a project is eligible for renewal. Recipient hereby authorizes HUD to insert the project performance period for new projects into the exhibit without Recipient signature, after the operating start date is established in eLOCCS.

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Recipient agrees:

1. To ensure the operation of the project(s) listed on the Scope of Work in accordance with the provisions of the Act and all requirements of the Rule;
2. To monitor and report the progress of the project(s) to the Continuum of Care and HUD;
3. To ensure, to the maximum extent practicable, that individuals and families experiencing homelessness are involved, through employment, provision of volunteer services, or otherwise, in constructing, rehabilitating, maintaining, and operating facilities for the project and in providing supportive services for the project;
4. To require certification from all subrecipients that:
  - a. Subrecipients will maintain the confidentiality of records pertaining to any individual or family that was provided family violence prevention or treatment services through the project;
  - b. The address or location of any family violence project assisted with grant funds will not be made public, except with written authorization of the person responsible for the operation of such project;
  - c. Subrecipients will establish policies and practices that are consistent with, and do not restrict, the exercise of rights provided by subtitle B of title VII of the Act and other laws relating to the provision of educational and related services to individuals and families experiencing homelessness;
  - d. In the case of projects that provide housing or services to families, that subrecipients will designate a staff person to be responsible for ensuring that children being served in the program are enrolled in school and connected to appropriate services in the community, including early childhood programs such as Head Start, part C of the Individuals with Disabilities Education Act, and programs authorized under subtitle B of title VII of the Act;
  - e. The subrecipient, its officers, and employees are not debarred or suspended from doing business with the Federal Government; and
  - f. Subrecipients will provide information, such as data and reports, as required by HUD; and

5. To establish such fiscal control and accounting procedures as may be necessary to assure the proper disbursement of, and accounting for grant funds in order to ensure that all financial transactions are conducted, and records maintained in accordance with generally accepted accounting principles, if the Recipient is a Unified Funding Agency;
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8. To monitor subrecipients at least annually;
9. To use the centralized or coordinated assessment system established by the Continuum of Care as required by the Rule. A victim service provider may choose not to use the Continuum of Care's centralized or coordinated assessment system, provided that victim service providers in the area use a centralized or coordinated assessment system that meets HUD's minimum requirements and the victim service provider uses that system instead;
10. To follow the written standards for providing Continuum of Care assistance developed by the Continuum of Care, including those required by the Rule;
11. Enter into subrecipient agreements requiring subrecipients to operate the project(s) in accordance with the provisions of this Act and all requirements of the Rule; and
12. To comply with such other terms and conditions as HUD may have established in the applicable Notice of Funds Availability.

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This agreement is hereby executed on behalf of the parties as follows:

**UNITED STATES OF AMERICA,  
Secretary of Housing and Urban Development**

BY: \_\_\_\_\_

(Signature)

Clinton E. Johnson, Community Planning and Development Director

(Typed Name and Title)

\_\_\_\_\_  
(Date)

**RECIPIENT**

City of Fayetteville

(Name of Organization)

BY: \_\_\_\_\_

(Signature of Authorized Official)

Honorable Lionel Jordan, Mayor

(Typed Name and Title of Authorized Official)

\_\_\_\_\_  
(Date)

**Tax ID No.:** 71-6018462  
**CoC Program Grant Number:** AR0043L6F011501  
**Effective Date:**  
**DUNS No.:** 141310578

**EXHIBIT 1**  
**SCOPE OF WORK for FY2015 COMPETITION**

1. The project listed on this Scope of Work is governed by the Continuum of Care program Interim Rule attached hereto and made a part hereof as Exhibit 1a. Upon publication for effect of a Final Rule for the Continuum of Care program, the Final Rule will govern this Agreement instead of the Interim Rule. The project listed on this Exhibit at 4 below, is also subject to the terms of the Notice of Funds Availability for the fiscal year listed above.
2. The Continuum that designated Recipient to apply for grant funds (has/has not) been designated a high performing community by HUD for the applicable fiscal year.
3. Recipient is not the only Recipient for the Continuum of Care. HUD's total funding obligation for this grant and project is **\$194,360**, allocated between budget line items, as indicated in 4. below.
4. HUD agrees, subject to the terms of this Agreement, to provide the Grant funds for the project application listed below in the amount specified below to be used during the performance period established below. However, no funds for new projects may be drawn down by Recipient until HUD has approved site control pursuant to the Rule and no funds for renewal projects may be drawn down by Recipient before the end date of the project's final operating year under the grant that has been renewed.

| <u><b>Project No.</b></u>  | <u><b>Performance Period</b></u> |
|--|----------------------------------|
| (AR0043L6F011501)  | (06-1-2016 – 05-31-2017)         |
| allocated between budget line items as follows:  |                                  |
| a. Continuum of Care planning activities   | \$0_____                         |
| b. UFA costs   | \$0_____                         |
| c. Acquisition   | \$0_____                         |
| d. Rehabilitation  | \$0_____                         |
| e. New construction  | \$0_____                         |
| f. Leasing   | \$0_____                         |
| g. Rental assistance   | \$178,586_____                   |
| (of which \$_____ is for short-term and medium-term rental assistance for persons at risk of homelessness) |                                  |
| h. Supportive services   | \$8,000_____                     |
| i. Operating costs   | \$0_____                         |
| j. Homeless Management Information System  | \$0_____                         |
| k. Administrative costs  | \$7,774_____                     |
| l. Relocation costs  | \$0_____                         |

m. Housing relocation and stabilization services \$0\_\_\_\_\_ In accordance with the Rule, Recipient is prohibited from moving more than 10% from one budget line item in a project's approved budget to another without written amendment to this Agreement.

5. If grant funds will be used for payment of indirect costs, pursuant to 2 CFR 200, Subpart E - Cost Principles, the Recipient is authorized to insert the Recipient's federally recognized indirect cost rates (including if the de minimis rate is charged per 2 CFR §200.414) on the attached Federally Recognized Indirect Cost Rates Schedule, which Schedule shall be incorporated herein and made a part of the Agreement. No indirect costs may be charged to the grant by the Recipient if their federally recognized cost rate is not listed on the Schedule. Do not include indirect cost rates for Subrecipients, however, Subrecipients may not charge indirect costs to the grant if they do not also have a federally recognized indirect cost rate.
6. The project has not been awarded project-based rental assistance for a term of fifteen (15) years. Funding is provided under this Scope of Work for the performance period stated in paragraph 4. Additional funding is subject to the availability of annual appropriations.
7. Program income earned during the grant term shall be retained and may either be 1) added to funds committed to the project by HUD and the recipient and used for eligible activities; or 2) used as match.



**Tax ID No.:** 71-6018462

**CoC Program Grant Number:** AR0043L6F011501

**Effective Date:**

**DUNS No.:** 141310578

**FEDERALLY RECOGNIZED INDIRECT COST RATE SCHEDULE**

| <b>Grant No.</b> | <b>Recipient Name</b> | <b>Indirect cost rate</b> | <b>Cost Base</b> |
|------------------|-----------------------|---------------------------|------------------|
|                  |                       | %                         |                  |

UNITED STATES OF AMERICA,  
Secretary of Housing and Urban Development

BY: \_\_\_\_\_

(Signature)

Clinton E. Johnson, Community Planning and Development Director

(Typed Name and Title)

\_\_\_\_\_

(Date)

RECIPIENT

City of Fayetteville

(Name of Organization)

BY: \_\_\_\_\_

(Signature of Authorized Official)

Honorable Lionel Jordan, Mayor

(Typed Name and Title of Authorized Official)

\_\_\_\_\_

(Date)

**Tax ID No.:** 71-6018462

**CoC Program Grant Number:** AR0044L6F011501

**Effective Date:**

**DUNS No.:** 141310578

**Component:** PSH

**Recipient:** City of Fayetteville

Official Contact Person and Title: Ms. Yolanda Fields, Community Resources Administrator

Telephone Number: (479) 575-8290

Fax Number: (479) 444-3445

E-mail Address: [yfields@fayetteville-ar.gov](mailto:yfields@fayetteville-ar.gov)

**Operating Start Date:** September 1, 2016

**Project Location(s):** Fayetteville, Arkansas and Northwest Arkansas CoC

## CONTINUUM OF CARE PROGRAM Grant Agreement

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3. To ensure, to the maximum extent practicable, that individuals and families experiencing homelessness are involved, through employment, provision of volunteer services, or otherwise, in constructing, rehabilitating, maintaining, and operating facilities for the project and in providing supportive services for the project;
4. To require certification from all subrecipients that:
  - a. Subrecipients will maintain the confidentiality of records pertaining to any individual or family that was provided family violence prevention or treatment services through the project;
  - b. The address or location of any family violence project assisted with grant funds will not be made public, except with written authorization of the person responsible for the operation of such project;
  - c. Subrecipients will establish policies and practices that are consistent with, and do not restrict, the exercise of rights provided by subtitle B of title VII of the Act and other laws relating to the provision of educational and related services to individuals and families experiencing homelessness;
  - d. In the case of projects that provide housing or services to families, that subrecipients will designate a staff person to be responsible for ensuring that children being served in the program are enrolled in school and connected to appropriate services in the community, including early childhood programs such as Head Start, part C of the Individuals with Disabilities Education Act, and programs authorized under subtitle B of title VII of the Act;
  - e. The subrecipient, its officers, and employees are not debarred or suspended from doing business with the Federal Government; and
  - f. Subrecipients will provide information, such as data and reports, as required by HUD; and

5. To establish such fiscal control and accounting procedures as may be necessary to assure the proper disbursement of, and accounting for grant funds in order to ensure that all financial transactions are conducted, and records maintained in accordance with generally accepted accounting principles, if the Recipient is a Unified Funding Agency;
6. To monitor subrecipient match and report on match to HUD;
7. To take the educational needs of children into account when families are placed in housing and will, to the maximum extent practicable, place families with children as close as possible to their school of origin so as not to disrupt such children's education;
8. To monitor subrecipients at least annually;
9. To use the centralized or coordinated assessment system established by the Continuum of Care as required by the Rule. A victim service provider may choose not to use the Continuum of Care's centralized or coordinated assessment system, provided that victim service providers in the area use a centralized or coordinated assessment system that meets HUD's minimum requirements and the victim service provider uses that system instead;
10. To follow the written standards for providing Continuum of Care assistance developed by the Continuum of Care, including those required by the Rule;
11. Enter into subrecipient agreements requiring subrecipients to operate the project(s) in accordance with the provisions of this Act and all requirements of the Rule; and
12. To comply with such other terms and conditions as HUD may have established in the applicable Notice of Funds Availability.

HUD notifications to the Recipient shall be to the address of the Recipient as stated in the Application, unless HUD is otherwise advised in writing. Recipient notifications to HUD shall be to the HUD Field Office executing the Agreement. No right, benefit, or advantage of the Recipient hereunder may be assigned without prior written approval of HUD.

The Agreement constitutes the entire agreement between the parties hereto, and may be amended only in writing executed by HUD and the Recipient.

By signing below, Recipients that are states and units of local government certify that they are following a current HUD approved CHAS (Consolidated Plan).

This agreement is hereby executed on behalf of the parties as follows:

**UNITED STATES OF AMERICA,  
Secretary of Housing and Urban Development**

BY: \_\_\_\_\_

(Signature)

Clinton E. Johnson, Community Planning and Development Director

(Typed Name and Title)

\_\_\_\_\_  
(Date)

**RECIPIENT**

City of Fayetteville

(Name of Organization)

BY: \_\_\_\_\_

(Signature of Authorized Official)

Honorable Lionel Jordan, Mayor

(Typed Name and Title of Authorized Official)

\_\_\_\_\_  
(Date)

**Tax ID No.:** 71-6018462  
**CoC Program Grant Number:** AR0044L6F011501  
**Effective Date:**  
**DUNS No.:** 141310578

**EXHIBIT 1**  
**SCOPE OF WORK for FY2015 COMPETITION**

1. The project listed on this Scope of Work is governed by the Continuum of Care program Interim Rule attached hereto and made a part hereof as Exhibit 1a. Upon publication for effect of a Final Rule for the Continuum of Care program, the Final Rule will govern this Agreement instead of the Interim Rule. The project listed on this Exhibit at 4 below, is also subject to the terms of the Notice of Funds Availability for the fiscal year listed above.
2. The Continuum that designated Recipient to apply for grant funds (has/has not) been designated a high performing community by HUD for the applicable fiscal year.
3. Recipient is not the only Recipient for the Continuum of Care. HUD's total funding obligation for this grant and project is **\$37,134** allocated between budget line items, as indicated in 4. below.
4. HUD agrees, subject to the terms of this Agreement, to provide the Grant funds for the project application listed below in the amount specified below to be used during the performance period established below. However, no funds for new projects may be drawn down by Recipient until HUD has approved site control pursuant to the Rule and no funds for renewal projects may be drawn down by Recipient before the end date of the project's final operating year under the grant that has been renewed.

| <u>Project No.</u>   | <u>Performance Period</u> |
|--|---------------------------|
| (AR0044L6F011501)  | (09-1-2016 – 08-31-2017)  |
| allocated between budget line items as follows:  |                           |
| a. Continuum of Care planning activities   | \$0_____                  |
| b. UFA costs   | \$0_____                  |
| c. Acquisition   | \$0_____                  |
| d. Rehabilitation  | \$0_____                  |
| e. New construction  | \$0_____                  |
| f. Leasing   | \$0_____                  |
| g. Rental assistance   | \$34,149_____             |
| (of which \$_____ is for short-term and medium-term rental assistance for persons at risk of homelessness) |                           |
| h. Supportive services   | \$1,500_____              |
| i. Operating costs   | \$0_____                  |
| j. Homeless Management Information System  | \$0_____                  |
| k. Administrative costs  | \$1,485_____              |
| l. Relocation costs  | \$0_____                  |

m. Housing relocation and stabilization services \$0\_\_\_\_\_ In accordance with the Rule, Recipient is prohibited from moving more than 10% from one budget line item in a project's approved budget to another without written amendment to this Agreement.

5. If grant funds will be used for payment of indirect costs, pursuant to 2 CFR 200, Subpart E - Cost Principles, the Recipient is authorized to insert the Recipient's federally recognized indirect cost rates (including if the de minimis rate is charged per 2 CFR §200.414) on the attached Federally Recognized Indirect Cost Rates Schedule, which Schedule shall be incorporated herein and made a part of the Agreement. No indirect costs may be charged to the grant by the Recipient if their federally recognized cost rate is not listed on the Schedule. Do not include indirect cost rates for Subrecipients, however, Subrecipients may not charge indirect costs to the grant if they do not also have a federally recognized indirect cost rate.
6. The project has not been awarded project-based rental assistance for a term of fifteen (15) years. Funding is provided under this Scope of Work for the performance period stated in paragraph 4. Additional funding is subject to the availability of annual appropriations.
7. Program income earned during the grant term shall be retained and may either be 1) added to funds committed to the project by HUD and the recipient and used for eligible activities; or 2) used as match.



**Tax ID No.:** 71-6018462

**CoC Program Grant Number:** AR0044L6F011501

**Effective Date:**

**DUNS No.:** 141310578

**FEDERALLY RECOGNIZED INDIRECT COST RATE SCHEDULE**

| <u>Grant No.</u> | <u>Recipient Name</u> | <u>Indirect cost rate</u> | <u>Cost Base</u> |
|------------------|-----------------------|---------------------------|------------------|
|                  |                       | %                         |                  |

UNITED STATES OF AMERICA,  
Secretary of Housing and Urban Development

BY: \_\_\_\_\_

(Signature)

Clinton E. Johnson, Community Planning and Development Director

(Typed Name and Title)

\_\_\_\_\_  
(Date)

RECIPIENT

City of Fayetteville

(Name of Organization)

BY: \_\_\_\_\_

(Signature of Authorized Official)

Honorable Lionel Jordan, Mayor

(Typed Name and Title of Authorized Official)

\_\_\_\_\_  
(Date)

**Tax ID No.:** 71-6018462

**CoC Program Grant Number:** AR0039L6F011502

**Effective Date:**

**DUNS No.:** 141310578

**Component:** PSH

**Recipient:** City of Fayetteville

Official Contact Person and Title: Ms. Yolanda Fields, Community Resources Administrator

Telephone Number: (479) 575-8290

Fax Number: (479) 444-3445

E-mail Address: [yfields@fayetteville-ar.gov](mailto:yfields@fayetteville-ar.gov)

**Operating Start Date:** September 1, 2016

**Project Location(s):** Fayetteville, Arkansas and Northwest Arkansas CoC

## CONTINUUM OF CARE PROGRAM Grant Agreement

This Grant Agreement (“this Agreement”) is made by and between the United States Department of Housing and Urban Development (“HUD”) and City of Fayetteville (the “Recipient”).

This Agreement is governed by title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11301 *et seq.* (the “Act”) and the Continuum of Care Program rule (the “Rule”).

The terms “Grant “ or “Grant Funds” mean the funds that are provided under this Agreement. The term “Application” means the application submissions on the basis of which the Grant was approved by HUD, including the certifications, assurances, and any information or documentation required to meet any grant award condition. All other terms shall have the meanings given in the Rule.

The Application is incorporated herein as part of this Agreement, except that only those projects listed, and only in the amounts listed on a Scope of Work exhibit, are funded by this Agreement. In the event of any conflict between any application provision and any provision contained in this Agreement, this Agreement shall control.

Exhibit 1, the FY2015 Scope of Work, is attached hereto and made a part hereof. If in the future appropriations are made available for Continuum of Care grants; if Recipient applies under a Notice of Funds Availability published by HUD; and, if pursuant to the selection criteria in the Notice of Funds Availability, HUD selects Recipient and one or more projects listed on Exhibit 1 for renewal, then additional Scope of Work exhibits may be attached to this Agreement. Those additional exhibits, when attached, will also become a part hereof.

The effective date of the Agreement shall be the date of execution by HUD and it is the date use of funds under this Agreement may begin. Each project will have a performance period that will be listed on the Scope of Work exhibit(s) to this Agreement. For renewal projects, the period of performance shall begin at the end of the Recipient’s final operating year for the project being renewed and eligible costs incurred for a project between the end of Recipient’s final operating year under the grant being renewed and the execution of this Agreement may be paid with funds from the first operating year of this Agreement.

For each new project funded under this Agreement, Recipient and HUD will set an operating start date in eLOCCS, which will be used to track expenditures, to establish the project performance period and to determine when a project is eligible for renewal. Recipient hereby authorizes HUD to insert the project performance period for new projects into the exhibit without Recipient signature, after the operating start date is established in eLOCCS.

This Agreement shall remain in effect until termination either: 1) by agreement of the parties; 2) by HUD alone, acting under the authority of 24 CFR 578.107; 3) upon expiration of the final performance period for all projects funded under this Agreement; or 4) upon the expiration of the period of availability of funds for all projects funded under this Agreement.

Recipient agrees:

1. To ensure the operation of the project(s) listed on the Scope of Work in accordance with the provisions of the Act and all requirements of the Rule;
2. To monitor and report the progress of the project(s) to the Continuum of Care and HUD;
3. To ensure, to the maximum extent practicable, that individuals and families experiencing homelessness are involved, through employment, provision of volunteer services, or otherwise, in constructing, rehabilitating, maintaining, and operating facilities for the project and in providing supportive services for the project;
4. To require certification from all subrecipients that:
  - a. Subrecipients will maintain the confidentiality of records pertaining to any individual or family that was provided family violence prevention or treatment services through the project;
  - b. The address or location of any family violence project assisted with grant funds will not be made public, except with written authorization of the person responsible for the operation of such project;
  - c. Subrecipients will establish policies and practices that are consistent with, and do not restrict, the exercise of rights provided by subtitle B of title VII of the Act and other laws relating to the provision of educational and related services to individuals and families experiencing homelessness;
  - d. In the case of projects that provide housing or services to families, that subrecipients will designate a staff person to be responsible for ensuring that children being served in the program are enrolled in school and connected to appropriate services in the community, including early childhood programs such as Head Start, part C of the Individuals with Disabilities Education Act, and programs authorized under subtitle B of title VII of the Act;
  - e. The subrecipient, its officers, and employees are not debarred or suspended from doing business with the Federal Government; and
  - f. Subrecipients will provide information, such as data and reports, as required by HUD; and

5. To establish such fiscal control and accounting procedures as may be necessary to assure the proper disbursement of, and accounting for grant funds in order to ensure that all financial transactions are conducted, and records maintained in accordance with generally accepted accounting principles, if the Recipient is a Unified Funding Agency;
6. To monitor subrecipient match and report on match to HUD;
7. To take the educational needs of children into account when families are placed in housing and will, to the maximum extent practicable, place families with children as close as possible to their school of origin so as not to disrupt such children's education;
8. To monitor subrecipients at least annually;
9. To use the centralized or coordinated assessment system established by the Continuum of Care as required by the Rule. A victim service provider may choose not to use the Continuum of Care's centralized or coordinated assessment system, provided that victim service providers in the area use a centralized or coordinated assessment system that meets HUD's minimum requirements and the victim service provider uses that system instead;
10. To follow the written standards for providing Continuum of Care assistance developed by the Continuum of Care, including those required by the Rule;
11. Enter into subrecipient agreements requiring subrecipients to operate the project(s) in accordance with the provisions of this Act and all requirements of the Rule; and
12. To comply with such other terms and conditions as HUD may have established in the applicable Notice of Funds Availability.

HUD notifications to the Recipient shall be to the address of the Recipient as stated in the Application, unless HUD is otherwise advised in writing. Recipient notifications to HUD shall be to the HUD Field Office executing the Agreement. No right, benefit, or advantage of the Recipient hereunder may be assigned without prior written approval of HUD.

The Agreement constitutes the entire agreement between the parties hereto, and may be amended only in writing executed by HUD and the Recipient.

By signing below, Recipients that are states and units of local government certify that they are following a current HUD approved CHAS (Consolidated Plan).

This agreement is hereby executed on behalf of the parties as follows:

**UNITED STATES OF AMERICA,  
Secretary of Housing and Urban Development**

BY: \_\_\_\_\_

(Signature)

Clinton E. Johnson, Community Planning and Development Director

(Typed Name and Title)

\_\_\_\_\_  
(Date)

**RECIPIENT**

City of Fayetteville

(Name of Organization)

BY: \_\_\_\_\_

(Signature of Authorized Official)

Honorable Lionel Jordan, Mayor

(Typed Name and Title of Authorized Official)

\_\_\_\_\_  
(Date)

**Tax ID No.:** 71-6018462  
**CoC Program Grant Number:** AR0039L6F011502  
**Effective Date:**  
**DUNS No.:** 141310578

**EXHIBIT 1**  
**SCOPE OF WORK for FY2015 COMPETITION**

1. The project listed on this Scope of Work is governed by the Continuum of Care program Interim Rule attached hereto and made a part hereof as Exhibit 1a. Upon publication for effect of a Final Rule for the Continuum of Care program, the Final Rule will govern this Agreement instead of the Interim Rule. The project listed on this Exhibit at 4 below, is also subject to the terms of the Notice of Funds Availability for the fiscal year listed above.
2. The Continuum that designated Recipient to apply for grant funds (has/has not) been designated a high performing community by HUD for the applicable fiscal year.
3. Recipient is not the only Recipient for the Continuum of Care. HUD's total funding obligation for this grant and project is **\$33,513**, allocated between budget line items, as indicated in 4. below.
4. HUD agrees, subject to the terms of this Agreement, to provide the Grant funds for the project application listed below in the amount specified below to be used during the performance period established below. However, no funds for new projects may be drawn down by Recipient until HUD has approved site control pursuant to the Rule and no funds for renewal projects may be drawn down by Recipient before the end date of the project's final operating year under the grant that has been renewed.

| <u>Project No.</u>   | <u>Performance Period</u> |
|--|---------------------------|
| (AR0039L6F011502)  | (02-1- 2016 – 01-31-2017) |
| allocated between budget line items as follows:  |                           |
| a. Continuum of Care planning activities   | \$0 _____                 |
| b. UFA costs   | \$0 _____                 |
| c. Acquisition   | \$0 _____                 |
| d. Rehabilitation  | \$0 _____                 |
| e. New construction  | \$0 _____                 |
| f. Leasing   | \$0 _____                 |
| g. Rental assistance   | \$30,648 _____            |
| (of which \$_____ is for short-term and medium-term rental assistance for persons at risk of homelessness) |                           |
| h. Supportive services   | \$1,500 _____             |
| i. Operating costs   | \$0 _____                 |
| j. Homeless Management Information System  | \$0 _____                 |
| k. Administrative costs  | \$1,365 _____             |
| l. Relocation costs  | \$0 _____                 |

m. Housing relocation and stabilization services \$0\_\_\_\_\_. In accordance with the Rule, Recipient is prohibited from moving more than 10% from one budget line item in a project's approved budget to another without written amendment to this Agreement.

5. If grant funds will be used for payment of indirect costs, pursuant to 2 CFR 200, Subpart E - Cost Principles, the Recipient is authorized to insert the Recipient's federally recognized indirect cost rates (including if the de minimis rate is charged per 2 CFR §200.414) on the attached Federally Recognized Indirect Cost Rates Schedule, which Schedule shall be incorporated herein and made a part of the Agreement. No indirect costs may be charged to the grant by the Recipient if their federally recognized cost rate is not listed on the Schedule. Do not include indirect cost rates for Subrecipients, however, Subrecipients may not charge indirect costs to the grant if they do not also have a federally recognized indirect cost rate.
6. The project has not been awarded project-based rental assistance for a term of fifteen (15) years. Funding is provided under this Scope of Work for the performance period stated in paragraph 4. Additional funding is subject to the availability of annual appropriations.
7. Program income earned during the grant term shall be retained and may either be 1) added to funds committed to the project by HUD and the recipient and used for eligible activities; or 2) used as match.



**Tax ID No.:** 71-6018462

**CoC Program Grant Number:** AR0039L6F011502

**Effective Date:**

**DUNS No.:** 141310578

**FEDERALLY RECOGNIZED INDIRECT COST RATE SCHEDULE**

| <u>Grant No.</u> | <u>Recipient Name</u> | <u>Indirect cost rate</u> | <u>Cost Base</u> |
|------------------|-----------------------|---------------------------|------------------|
|                  |                       | %                         |                  |

UNITED STATES OF AMERICA,  
Secretary of Housing and Urban Development

BY: \_\_\_\_\_

(Signature)

Clinton E. Johnson, Community Planning and Development Director

(Typed Name and Title)

\_\_\_\_\_  
(Date)

RECIPIENT

City of Fayetteville

(Name of Organization)

BY: \_\_\_\_\_

(Signature of Authorized Official)

Honorable Lionel Jordan, Mayor

(Typed Name and Title of Authorized Official)

\_\_\_\_\_  
(Date)