

City of Fayetteville Staff Review Form

2019-0949

Legistar File ID

1/21/2020

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

Yolanda Fields

12/31/2019

COMMUNITY RESOURCES (642)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends approval of the attached Housing Success Funding agreement.

Budget Impact:

NA	NA
Account Number	Fund
NA	NA
Project Number	Project Title
Budgeted Item? NA	Current Budget \$ -
	Funds Obligated \$ -
	Current Balance \$ -
Does item have a cost? NA	Item Cost
Budget Adjustment Attached? NA	Budget Adjustment
	Remaining Budget \$ -

V20180321

Purchase Order Number: _____

Previous Ordinance or Resolution # _____

Change Order Number: _____

Approval Date: _____

Original Contract Number: _____

Comments:



MEETING OF JANUARY 21, 2020

TO: Mayor and City Council
THRU: Don Marr, Chief of Staff
FROM: Yolanda Fields, Community Resources Director
DATE: **December 20, 2019**
SUBJECT: **Endeavor Foundation – Housing Success Fund**

RECOMMENDATION:

Staff recommends approval of the attached Housing Success Funding agreement.

BACKGROUND:

The Endeavor Foundation has established the Housing Success Fund which will provide financial assistance for housing. The fund targets those who are homeless or “functionally homeless” and have the capacity to become financially sustainable within nine months of entry into the program.

DISCUSSION:

This transitional housing program will help individuals and families to achieve and maintain stable housing. This transitional housing program will give program participants the opportunity to meet needs that could provide a higher probability of regular employment which will result in stable housing. This program will assist individuals and families that are dealing with life challenges but do not qualify for other existing programs and have the potential to succeed within the nine-month program process.

The initial funding amount will be \$25,000 which will be replenished as funds are utilized.

BUDGET/STAFF IMPACT:

Housing Success initial funding - \$25,000 (Budget Adjustment will be processed upon receipt)

Attachments:

Agreement

Housing Success Fund Distributor

ENDEAVOR FOUNDATION–CITY OF FAYETTEVILLE AGREEMENT

This Agreement (“**Agreement**”), effective beginning 12/1/2019 is between Endeavor Foundation (“**Endeavor**”), and City of Fayetteville, (“**City**”). (Endeavor and City are referred to singularly as a “**party**” and together as the “**parties.**”)

Whereas:

- A. Endeavor is engaging in a community-wide housing assistance fund, called the **Housing Success Fund**;
- B. Endeavor has provided and raised funds totaling \$610,000 to support the Housing Success Fund to provide financial assistance for housing and coordinated, preventative pathways towards thriving to individuals/families in Northwest Arkansas; and
- C. City desires to participate as a Housing Success Fund distributor.

Therefore: In consideration of the mutual promises contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Housing Success Fund.** The Housing Success Fund is a community-wide fund, developed by Endeavor Foundation, to provide financial assistance for housing and any additional case management needed to individuals/families in Northwest Arkansas. It targets those who are homeless or “functionally homeless” (including “couch surfing”, “doubling up”, emergency shelter, etc.) **and** have the capacity to become financially sustainable within nine months of entry into the program.

The Housing Success Fund provides eligible organizations with dollars to provide rental and utility assistance to their clients while also subsidizing the organizations’ case management services to clients in the program. These dollars can be requested for each client up to a maximum of nine months, with the amount gradually declining over time as a client becomes more financially stable and in need of less case management.

2. **Funding to City.**

- 2.1. Endeavor will deliver initial funds due under this Agreement to City within 30 days of City’s submission of a signed copy of this agreement. Endeavor will at all times have the right to recapture any funds that Endeavor, in its sole discretion, determines were incorrectly distributed to City or for which City was not eligible.

- 2.2. The amount of initial funds distributed to City will be \$25,000.

- 2.3. In order to receive fund replenishment, City must follow and remain compliant to the Housing Success Fund Policies and Procedures (see Exhibit A). These policies and procedures are subject to change and include the following:

- 2.3.1. City will utilize HARK technology to manage distributions and data collection as outlined in the Housing Success Fund Policies and Procedures.

- 2.3.2. City will provide Endeavor with an accounting of the funds that were utilized in conjunction with a request for fund replenishment. Endeavor reserves the right to request underlying documents, including proof of payment, at any time.

3. **City’s Promotion of Housing Success Fund.** City may promote the Housing Success Fund in its community to the extent City is able to do so. All written communications about the Housing Success Fund must be

approved in writing in advance by Endeavor, unless otherwise in compliance with any usage guidelines provided by Endeavor.

4. **Audit of Records.** Endeavor will have the right, at its own expense, to inspect and audit onsite and remotely the books and records of City that are directly relevant to the performance of this Agreement for the period covered by this Agreement and for at least four years thereafter. The City will receive written notice prior to such audit, and, if the audit is performed onsite, any such inspection and audit will be conducted during regular business hours in such a manner as not to interfere with City's normal business activities. If any audit reveals material non-compliance with this Agreement or the Housing Success Fund Policies and Procedures, Endeavor will be entitled to recover all of the funds paid to City under this Agreement and City will pay all fees and expenses incurred by Endeavor in performing the audit and collecting the funds from City.

5. **Representations and Warranties.** City represents and warrants as follows:

5.1. **Compliance.** It will comply with all laws and regulations pertaining to its responsibilities, roles, and representations. City also will comply in all respects with the Housing Success Fund Policies and Procedures. City will immediately notify Endeavor if City (a) receives notice of any local, state, or federal audit or investigation (not including a routine inspection by a state regulatory body) concerning any aspect of City's operations, and will promptly provide Endeavor with copies of all findings, responses, or other written notices arising therefrom; or (b) files for, or has had filed against it any bankruptcy, insolvency, reorganization, moratorium, or similar proceeding, or has discontinued operation of its business.

5.2. **Organization.** It is duly incorporated or organized, validly existing, and in good standing under the laws of the state of its incorporation or organization. It has full power and authority to carry on the business in which it is engaged.

5.3. **Authority.** It has the full right, power, and authority to sign, perform, and be bound by this Agreement. The signing, delivery, and performance of this Agreement has been duly authorized.

5.4. **No Conflict.** The signing of this Agreement and the performance hereunder will not conflict with, violate, or result in a breach of any of the terms or provisions of any other agreement to which it is a party or by which it is bound.

5.5. **Standard of Performance.** It will perform its obligations in a manner consistent with the requirements of this Agreement and with appropriate professional care and skill.

5.6. **Consumer Data and Privacy Rights.** It will comply with applicable laws and regulations relating to the privacy and security of participating consumers' data collected in the performance of this Agreement, including, without limitation, all applicable laws and regulations regarding the content, delivery, and timing of delivery of privacy notices to consumers. City must obtain an express authorization from each client sufficient to (1) submit the required information to the HARK technology; (2) maintain client files and allow Endeavor to review them for program monitoring and compliance purposes; and (3) be contacted by Endeavor for purposes of program evaluation.

6. **Term; Termination; Survival.**

6.1. **Term.** Unless earlier terminated as provided in this Section 6, this Agreement will be effective until October 1, 2020 (the "**Term**"). The parties may extend the Term by mutual, written agreement.

6.2. **Termination.** Either party may terminate this Agreement by 30 days' written notice to the other.

- 6.3. Bankruptcy. Either party may terminate this Agreement by written notice to the other upon the occurrence of any of the following events: (i) either party files a voluntary petition in bankruptcy or for similar relief; (ii) an involuntary petition in bankruptcy is filed against such party and is not dismissed within 60 days of filing; (iii) a receiver is appointed for such other party, and if involuntarily appointed is not dismissed within 60 days; or (iv) such party makes an assignment for the benefit of creditors.
- 6.4. Breach by City. Endeavor may terminate this Agreement immediately by written notice to City if City fails to comply with any term or condition of this Agreement and does not cure such failure within two weeks after receipt of written notice from Endeavor specifying the nature of the failure and stating an intent to terminate if the failure is not cured within such two week period.
- 6.5. Effect of Termination or Expiration. Upon termination or expiration of this Agreement:
- 6.5.1. City will continue to be bound by the compliance (including, without limitation, consumer privacy and data protection), recordkeeping, and reporting obligations.
- 6.5.2. City agrees to return any and all unused funds within 30 days.
7. Independent Contractor Relationship. Endeavor and City are independent contractors for the purposes of this Agreement, and nothing in this Agreement may be construed as creating any partnership, profit sharing, or similar arrangement between the parties. City will have the exclusive direction and control of its employees and agents, for whom it is the sole liable party. City and its staff are not the legal representatives, employees, or agents of Endeavor for any purpose and have no right or authority to act on Endeavor's behalf or to assume or create, in writing or otherwise, any obligation of any kind, express or implied, in the name of or on behalf of Endeavor. Nothing in this Agreement may be construed to give either party the power to direct or control the activities of the other party beyond the obligations imposed on the parties by this Agreement.
8. Assignment. Neither Endeavor nor City may assign this Agreement or any rights herein without the prior written consent of the other, which consent may be granted or withheld at the party's sole discretion.
9. Waiver. Failure or delay on the part of a party to exercise any right, power, privilege, or remedy hereunder will not constitute a waiver thereof. A waiver of default or breach of any term of this Agreement will not operate as a waiver of any other default or breach or of the same type of default or breach on future occasion.
10. Severability. If any provision of this Agreement is held unenforceable, invalid, or void for any reason, the enforceability or validity of the remaining provisions of this Agreement will not be affected, and the parties will make reasonable efforts to substitute for the invalid provision a mutually-agreed provision that most closely approximates the intent of the invalid provision.
11. Headings. Paragraph headings are included in this Agreement for reference only and will not be considered part of, or be used in interpreting, this Agreement.
12. Entire Agreement. This Agreement, the Housing Success Fund Policies and Procedures, and any attached Exhibits, which are incorporated by reference, set forth the complete understanding of the parties and supersede all prior communications, either written or oral, and all previous agreements among the parties with respect to its subject matter. Unless otherwise permitted by this Agreement, the terms of this Agreement may not be waived, amended, or supplemented except in a writing signed by an authorized representative of Endeavor and City.

Endeavor and City have caused this Agreement to be executed by their duly authorized representatives as of the date first set forth above.

Endeavor Foundation

City of Fayetteville, Arkansas

By: Jeff Webster

By: _____

Printed Name: Jeff Webster _____

Printed Name: _____

Title: President/CEO _____

Title: _____

Date: 12/3/19 _____

Date: _____

City Contacts:

Primary Contact(s) for the Housing Success Fund:

Name: YOLANDA Fields

Phone: 479 575-8290

E-mail: yfields@fayetteville-ar.gov

EXHIBIT A

Housing Success Fund

Policies and Procedures

Revised 11/19/2019

Overview

The Housing Success Fund is a community-wide fund, developed by Endeavor Foundation, to provide financial assistance for housing and any additional case management needed to individuals/families in Northwest Arkansas. It is targeted at those who are homeless or “functionally homeless” (including “couch surfing”, “doubling up”, emergency shelter, etc.) and have the capacity to become financially sustainable within nine months of entry into the program.

The Housing Success Fund provides eligible organizations with dollars to provide rental and utility assistance to their clients while also subsidizing the organizations’ case management services to clients in the program. These dollars can be requested for each client up to a maximum of nine months, with the amount gradually declining over time as a client becomes more financially stable and in need of less case management.

Roles and Responsibilities

HARK

Role

A community wide initiative of Endeavor Foundation—one that links coordinated efforts in the community through provider collaboration, community liaisons, and technology—that facilitates the Housing Success Fund.

Responsibilities

HARK will determine the overall design, structure, and operation of the Housing Success Fund, as well as manage its implementation. HARK will choose distributors for the Fund, but it will not assess requests or distribute funds itself.

HOUSING SUCCESS FUND ADVISORY COMMITTEE

Role

The entity that ensures accountability, oversight, and proper fiscal management of the Housing Success Fund.

Responsibilities

The advisory committee will meet quarterly to review eligibility requirements, evaluate disbursement processes, and propose and facilitate strategic partnerships in the community. The committee ensures that the model remains flexible and adaptive, reassessing and pivoting when the data and on-the-ground experiences require adjustments.

CLIENT

Role

The ultimate beneficiary of the Housing Success Fund.

Responsibilities

The client must be willing to undergo a needs assessment, explore other available resources through a "client plan", and show that her presenting need is rare and nonrecurring.

PROVIDER

Role

An organization that directly addresses the needs of the client.

Responsibilities

The provider must provide any agreed upon services to the client that have been paid for by the Housing Success Fund.

REQUESTER

Role

An organization that works with the client to address the client's needs

Responsibilities

The requester must assess the client's needs, develop a client plan, and collect all required information using the HARK technology tool.

The requester can be any organization with expertise in social services, wide accessibility to the general public (e.g. school, church) or both. The organization will identify a staff member who will receive on-site training by HARK staff on how to use the HARK technology tool..

DISTRIBUTOR

Role

An organization that reviews, documents, distributes, and follows-up on Housing Success Fund requests.

Responsibilities

The distributor must review submitted Housing Success Fund requests and track the impact of the funds. The distributor approves requests and distributes funds to the provider on behalf of clients (*no funds will ever be given directly to the client*). The distributor might also monitor the progress of clients through their client plans.

Distributors are chosen by HARK based on criteria including:

- Location (distributors should be dispersed throughout Northwest Arkansas)
- Extensive knowledge and experience in providing financial assistance
- An efficient financial assistance process in place
- Established financial controls in place

Organizations must enter into a formal, written agreement with the Housing Success Fund in order to become a distributor. The organization will identify a staff member who will receive on-site training by HARK staff on how to administer the Housing Success Fund.

NOTE: The provider and the requester may be the same organization. The distributor can also be the provider/requester as long as the staff member receiving/requesting Housing Success Fund dollars is not the staff member approving the request.

Types of Assistance

Eligible items

- Security deposits
- Utility deposits
- Application fees
- Monthly rent
- Utilities
- Arrears
- Late/delinquent fees
- Renter's insurance premiums

Frequency

Up to nine months of assistance per client may be requested. The financial support for each month will decline to ensure a client is becoming financially stable.

Client Eligibility

Base Eligibility

- The client must have a HARK-generated needs assessment
- The client must have a HARK-generated client plan that includes at least one other resource than financial assistance
- The client must have explored other resource options, as applicable, based on the type of need
- The client must currently allocate 50% or less of their household income to housing costs
 - Housing costs includes utilities and renter's insurance premiums
 - Discretion can be exercised by distributors outside the housing allocation guidelines but it must include staffing the case with another distributor

Anti-Discrimination Policy

Clients will not be deemed ineligible based on any of the following criteria:

- Age
- Disability status (including alcohol and illegal substance addictions)
- Race/ethnicity
- Marital status
- Gender
- Gender identity
- Language spoken
- Literacy level
- National origin

- Religion/creed
- Sexual orientation
- Veteran status
- Household size
- Medical history

Fund Availability

Housing Success Fund requests are accepted, approved, and fulfilled on a first come, first served basis. There are no waiting lists for Housing Success Fund requests. If funds are not available, requests will not be approved or fulfilled, even if all eligibility requirements are met.

Distributors will receive an initial distribution of \$25,000 for requests after executing a written distributor agreement with the Housing Success Fund.

Distributor Reporting

Data reporting

HARK will run reports on the data entered into the technology tool on a monthly basis to determine the timing and amount of replenishments. Distributors who choose not to use the “online” version of the tool for privacy reasons or are prohibited from doing so by other funders may instead use the “offline” version of the technology tool. The tool will be able to generate a Housing Success Fund Summary report, which must then be submitted manually by the distributor to a designated HARK contact on the 15th of each month.

Financial reporting

Additional financial reporting may be requested by HARK, as applicable.

Distributor Replenishment

A distributor who is in compliance with the reporting requirements each month will be eligible for fund replenishment up to the maximum allowed on the following schedule:

	Failed Placement	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9
Rental/Utility Assistance		\$1,672	\$836	\$836	\$673	\$673	\$673	\$500	\$ 300	\$ 200
Case Management	\$ 1,000	\$1,050	\$400	\$550	\$350	\$350	\$500	\$350	\$350	\$350
TOTAL per client	\$1,000	\$2,722	\$1,236	\$1,386	\$1,023	\$1,023	\$1,173	\$850	\$650	\$550

Oversight

Any suspicion of fraudulent requests of misuse of funds will be investigated by HARK and reviewed by the Housing Success Fund Advisory Committee.

If fraudulent fund requests or repeated misappropriation of funds by the client are discovered, Housing Success Fund reserves the right to deny the client's funding requests for a designated period of time or ban the client from all future funding, depending on severity.