

AN ORDINANCE NO. 23-139

Authorizing the City Manager to enter into a Subrecipient Funding Agreement with Homefull to provide funding for the operations of a non-congregate and emergency housing facility at 325 W. Columbia St., Springfield, Ohio, in an amount not to exceed \$1,343,380.00; and declaring an emergency therein.

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WHEREAS, Homefull is willing to operate a non-congregate and emergency housing facility in Springfield, a facility owned by the City of Springfield; and

WHEREAS, Homefull will sign a one year operational lease agreement for the facility at 325 W Columbia St., taking over management and operations of the facility similar to what they have done in the City of Dayton as well as the City of St. Louis; and

WHEREAS, The City recognizes the current and ongoing present emergency regarding the displaced individual population and their families currently in need of services within the City of Springfield, as well as the exigency that exists with the limited ability to place these individuals and families in shelter and is entering into this contract pursuant to 2 CFR Part 200 Section 200.320 (C)(3); and

WHEREAS, it is necessary that this Ordinance become effective immediately in order provide assistance to the residents of the City of Springfield, Ohio at the earliest possible time, which creates an emergency to preserve the public peace, health, safety and property necessitating the immediate effectiveness of this Ordinance; NOW, THEREFORE:

BE IT ORDAINED by the City Commission of The City of Springfield, Ohio, at least four of its members concurring:

Section 1. That the City Manager is hereby authorized to enter into a Subrecipient Funding Agreement with Homefull to provide funding for the operation of a non-congregate and emergency shelter facility at a City-owned structure at 325 W. Columbia St., in an amount not to exceed \$1,343,380.00, a copy of which is attached hereto and is hereby approved.

Section 2. That by reason of the emergency set forth and defined in the preamble hereto, this Ordinance shall take effect and be in force immediately.

PASSED this 11th day of April, A.D., 2023.

Warren R. Copeland
PRESIDENT OF THE CITY COMMISSION

Jim R. Pierce
CLERK OF THE CITY COMMISSION

SUBRECIPIENT FUNDING AGREEMENT

[325 W Columbia St.]

This Subrecipient Agreement (the "Agreement") made _____ between **The City of Springfield, Ohio** (the "City" or "Grantee") and **Homefull**, whose mailing address is 2621 Dryden Rd., Suite 302, Moraine, Ohio 45439 (the "Subrecipient"), for the purposes of this Agreement, the City and Subrecipient may be collectively referred to as the "Parties".

Recitals

1. Pursuant to Title I of the Housing and Community Development Act of 1974 and 1977, as amended, Public Law 93-383, the City has applied for and received a Community Development Block Grant ("CDBG") for certain community development activities; and,
2. On March 27, 2020, the Coronavirus Aid, Relief and Economic Security Act (the "CARES Act") (Public Law 116-136), was signed into law, making available five (5) billion dollars in supplemental funding for grants to prevent, prepare for and respond to the coronavirus pandemic ("CDBG-CV");
3. HUD awarded CDBG-CV funds to the City of Springfield on April 1, 2020 based on the jurisdiction's submission of an amended Annual Action Plan which includes the additional allocation of CDBG-CV funds; and
4. The City is the recipient of federal funds under the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) of the American Rescue Plan Act (Public Law 117-2) (ARPA) to help turn the tide on the pandemic, address its economic fallout, and lay the foundation for a strong and equitable recovery;
5. A city-county homelessness task force consisting of Clark County and Springfield City agencies and organizations worked cooperatively to identify potential mitigation efforts to assist and reduce the number of displaced individuals and families in the City;
6. The City acquired the facility at 325 W. Columbia Street for the purpose of creating a centralized location for non-congregate and emergency housing services to assist displaced individuals and families in their moments of shelter need, as well as assist them in transitioning into housing of their own through services and assistance as needed;

7. The City initially intended to immediately enter into operations with a local not for profit, who has since faced some unforeseen significant financial issues, requiring the City to pull back on its intention of moving forward with that not for profit;
8. The City reached out to another entity in the adjacent community that is fully capable of providing the necessary and needed services in an immediate nature to get this facility operating and alleviate some emergency situations;
9. The City intends to move forward with the Subrecipient pursuant to 2 CFR Part 200 Section 200.320 (C) (3) by recognizing that there is a clear and present public exigency or emergency which requires immediate action to alleviate the ongoing present emergency facing this community in regards to displaced individuals and exigency requiring facilities to shelter them;
10. The City wishes to engage the Subrecipient in utilizing CDBG, CDBG-CV, and ARPA SLFRF funds for the following purpose Emergency Shelter Operations and Services (the "Program"); and,
11. It is necessary that the City and the Subrecipient enter into an Agreement for the administration, operation of the facility, and implementation of said activity;

The Parties do hereby agree as follows:

1. Responsibility for Grant Administration. The City is responsible to the United States government for ensuring the administration of CDBG-CV; ARPA SLFRF; and other applicable grant administration program funds are expended in accordance with all program requirements. Subrecipient understands that the use of sub recipients or contractors does not relieve the City of this responsibility. The City is also responsible for determining the adequacy of performance under Subrecipient agreements and procurement contracts and for taking appropriate action when performance problems arise, such as those actions described in 24 CFR Section 570.910.
2. Other Program Requirements. Subrecipient is required to carry out each activity in compliance with all applicable federal laws and regulations in 24 CFR Part 570, Subpart K of HUD regulations, 24 CFR Part 8 subpart C, Part 24, Part 35, Part 58, 49 CFR Part 24; handbook #1378 Tenant Assistance Relocation and Real Property Acquisition published by HUD, uniform administrative requirements in 24 CFR Part 85, 24 CFR Part 84 and 2 CFR Part 200, all as

further described in Attachment IV - Certifications, Other Regulations, as well as complying with the requirements specified in Attachment III -- Reporting Requirements, both of which attachments are on file with the City's Community Development Department and made a part hereof as if fully herein rewritten. Notwithstanding the foregoing:

- a. The Subrecipient does not assume the City's environmental responsibilities as described at 24 CFR 570.604; and
 - b. The Subrecipient does not assume the City's responsibility for initiating the review process under Executive Order 12372, as described in 24 CFR Section 570.612.
3. Scope of Service. The Subrecipient hereby agrees to utilize funds made available under the ARPA SLFRF allocation and the CDBG program for the purpose of implementing the above-mentioned Program as described in Attachment I – Scope of Services which is attached hereto and made a part hereof as if fully herein rewritten. Changes in Attachment I – Scope of Services may be requested from time-to-time by either the City or the Subrecipient and shall be incorporated in written amendments to this Agreement. The Subrecipient certifies that the Community Development project provided for herein gives maximum feasible priority to activities which benefit low- or moderate-income families or aid in the prevention or elimination of slums or blight.
4. Time of Performance. This Agreement shall take effect as of the date first above written and shall continue for one calendar year in effect from the signing date indicated above.
5. Compensation. The City shall compensate the Subrecipient for all expenditures made in accordance with the schedule set forth in Attachment II – Program and Facilities Budget, which is attached hereto and made a part hereof as if fully herein rewritten. In no event shall compensation paid to Subrecipient under this Agreement exceed the maximum sum of \$1,343,380.00. Subrecipient hereby acknowledges that in no event are payments to be financed by funds other than the funds granted by the Federal Government for the CDBG program. The Subrecipient is prohibited

from using funds provided herein or personnel employed in the administration of the program for political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

6. **Method of Payment.** The City shall compensate the Subrecipient for proper expenditures up to a maximum sum of \$1,343,380.00 Subject to receipt of funds from the United States Treasury, the City agrees to reimburse the Subrecipient for authorized expenditures for which vouchers and other similar documentation to support payment expenses are maintained under those generally accepted accounting principles (GAAP) and procedures approved by the City and outlined in 24 CFR Part 84 and 2 CFR Part 200. Such documentation shall be submitted to the City by the 15th day of each month for the preceding month. Payment shall be made within thirty (30) days of receipt by the City of all documentation required by the City of Subrecipient verifying the amount and nature of Subrecipient's expenditures; provided that funds for the project have been deposited with the City.
7. **Program Income.** The Subrecipient shall report **Monthly** all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee. Unless this Agreement, at **Attachment II – Program and Facilities Budget**, specifies whether program income received is to be returned to the City or retained by the Subrecipient, all such income shall be promptly returned to the City upon its request. The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

8. Indirect Costs. If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.
9. Reversion of Assets. The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR 200 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:
 - a. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
 - b. **(SUBRECIPIENT IS PROHIBITED FROM UTILIZING REAL PROPERTY ACQUISITION OR IMPROVEMENT DESCRIBED IN THIS PROVISION)** Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement [or such longer period of time as the Grantee deems appropriate]. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period [or such longer period of time as the Grantee deems appropriate].
 - c. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that fund received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for

activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

10. Subcontracting. None of the services covered by this Agreement shall be subcontracted without prior written approval by the City and prior written approval of the subcontracting document by the City. The Subrecipient warrants that it shall comply with the City's minority business enterprise requirements as described in Chapter 153 of the City's Codified Ordinances. If granted, all subcontracts must be
11. Compliance with Regulations. The Subrecipient will comply with the Regulations of the Federal Department of Housing and Urban Development including those listed in Attachment IV -- Certifications, Other Regulations.
12. Maintenance and Availability of Records. In connection with the Agreement, the Subrecipient shall maintain all accounting and client records and documents, papers, maps, photographs, other documentary materials, and any evidence pertaining to cost incurred, as more fully described in Attachment V -- Records to be Maintained, which is on file with the City's Community Development Department and made a part hereof as if fully rewritten. Such records shall be furnished and available for inspection by the Department of Housing and Urban Development or any authorized representative of the City. Such records shall be retained by Subrecipient for at least five (5) years from the date of final payment and shall be available at the Subrecipient's offices at all reasonable times. If a claim, investigation or litigation is pending after what is assumed to be final payment that, in effect cancels the final payment date. The retention period will not begin until final settlement and conclusion of the claim, investigation or litigation.
13. Termination.
 - a. The City may terminate this Agreement and such additional supplemental agreements hereafter executed, in whole or in part, and may recover any Block Grant Funds at its discretion if Subrecipient:

- i. violates any provision of this Agreement; or
 - ii. violates any provision of Housing and Community Development Acts of 1974 and 1977, as amended; or
 - iii. violates any applicable regulations or terms and conditions of approval of the applications which the Secretary of HUD has issued or shall subsequently issue during the period of this Agreement; or
 - iv. fails to complete performance in a timely manner.
- b. The City may also terminate this Agreement and such additional supplemental agreements hereafter executed, in whole or in part, by giving the Subrecipient thirty (30) days written notice, in the event that the Secretary of HUD shall:
 - i. withdraw funds allocated to the City under City's application for program activities which substantially prevent performance of the Community Development program in the City;
 - ii. terminate the City's funding allocation pursuant to an Act of Congress; or
 - iii. fail to approve a grant application filed by the City.
- c. The City may also terminate this Agreement with the consent of the Subrecipient, in which case the two parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated.
- d. The Subrecipient may terminate this Agreement for cause upon written notification to the City, setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated; provided, however, if, in the case of a partial termination, the City determines that the remaining portion of the award will not accomplish the purposes for which the award was made, the City may terminate the award in its entirety under either paragraphs (a) or (c) of this section
- e. The City may terminate this Agreement for City's convenience by

giving five (5) days advance, written notice of termination. In the event of termination for City's convenience City shall pay for eligible costs incurred by Subrecipient prior to termination.

14. **Arbitration.** Any controversy or claim arising out of, or relating to, this Agreement or the breach thereof, shall be settled by arbitration in accordance with the rules then obtaining of the American Arbitration Association, and judgment upon the award rendered may be entered in any Court having jurisdiction thereof. It is agreed that any and all proceedings conducted in arbitrating any dispute under this Agreement shall be held in Springfield, Ohio.
15. The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement. Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, proper- ty, or services in accordance with the requirements of 2 CFR 200.
16. It is agreed that Subrecipient shall have the status of an independent contractor under this Agreement. Subrecipient will pay and make all required filings in connection with state, city and federal payroll taxes, social security contributions and workers' compensation and unemployment insurance premiums or any other required payments of filings in connection with the engagement of any persons or firms Subrecipient may use in performing its responsibilities under this Agreement.
17. Any provision of this Agreement that is held invalid, the remainder of the Agreements Hall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.
18. The Subrecipient shall ensure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support

provided herein in all publications made possible with funds made available under this Agreement.

19. Subrecipient warrants that all operations conducted by or pursuant to this Agreement shall be in complete compliance with all federal, state and local constitutions, charters, statutes, ordinances, rules and regulation of whatever nature. **Warning: It is unlawful for officials and employees of City to receive gratuities.**
20. Subrecipient agrees to indemnify the City from any liability and to save the City harmless from any damage which the City may suffer as a result of acts or omissions of Subrecipient or any employee or agent of Subrecipient.
21. Failure of City to complain of any act or omission on the part of Subrecipient, no matter how long the same may continue, shall not be deemed to be a waiver by City of any of its rights here
22. No waiver by City at any time, expressed or implied, of any breach of any provision of this Agreement shall be deemed a waiver of a breach of any other provision of this Agreement or a consent to any subsequent breach of the same or any other provision. This Agreement constitutes the entire understanding of the parties and shall not be altered, changed, modified, or amended except by similar instruments in writing, executed by the parties hereto.
23. It is agreed that none of the parties shall have the right at any time to assign its interest in and to this Agreement without the written consent of the other party.
24. This Agreement is binding upon and inures to the benefit of the parties hereto, their respective legal representatives, successors and assigns.
25. Subrecipient shall fully comply with all applicable provisions of the Americans with Disabilities Act of 1990 and all regulations issued in connection therewith.
26. The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.
27. This document may be executed in counterparts, each of which is an

original and all of which together constitute the same instrument. This document may be transmitted electronically via fax or scan for signature purposes.

The Parties, by signing below, agree to be bound by the terms and conditions of this Agreement:

Approved as to form:

THE CITY OF SPRINGFIELD, OHIO

Assistant Law Director

Bryan Heck, City Manager

Homefull

Tina Patterson, Chief Executive Officer

Date _____

I hereby certify that the money required for payment of the above obligation in the sum of

\$_____ at the time of the

Making of this contract or order, was lawfully appropriated for such purpose and was in the treasury or in process of collection to the credit of the proper item of appropriation free from any previous encumbrance.

Finance Director

ATTACHMENT I

SCOPE OF WORK

Homefull and the City of Springfield are collaborating to establish the Springfield Non-Congregate Shelter (SNCS) at the site formerly known as the Executive Inn. Homefull will provide operations and supportive services for clients in the non-congregate shelter. Additionally, through a lease agreement, Homefull will maintain day to day facilities operations so that the site best serves its intended purpose as a non-congregate shelter.

Components of the Scope of Services:

- A. Establishing the need and design
- B. Essential services
- C. Coordinated Entry Model
- D. Supportive services
- E. Security Services
- F. Program Delivery
- G. Neighborhood Assurances
- H. Funding Plan and Budget

A. Non Congregate Shelter (NCS) Facility, by design.

The Springfield Non-Congregate Shelter formerly the Executive Inn is designed to provide emergency shelter placement for unhoused families and potential individuals in need. Homefull carries forth a model of operation and support that can eliminate housing instability, increase employment opportunities, decrease issues around substance abuse and improve the overall physical and mental health of those accessing its programming. Homefull operates under the Housing first model. The SNCS will similarly serve families and could serve individuals.

The building will provide shelter/housing for couples and families with children. The SNCS will provide housing for individuals and/or families with supportive services. Services will be available on-site, or at one of the many partner service agency locations.

B. Essential Services

Homefull will provide essential services to include:

Clothing and hygiene items
Food/ Nutrition Services
Laundry
Care Coordination
Phone Access
Mail
Housekeeping
Maintenance
Pest control
Animal supplies
Room Turnover

Essential services will be provided by Homefull staff or contracted through service companies.

C. Coordinated Entry

In order to reach persons who are most vulnerable to homelessness, who are unsheltered, or who may have barriers to accessing programs and resources, Homefull ensures that access to local homeless systems and mainstream resources is well advertised to the entire community. Services are available to all eligible persons regardless of race, color, national origin, religion, sex, age, familial status, disability, actual or perceived sexual orientation, gender identity, or marital status. This includes taking explicit steps to make advertising and communications materials easy to understand, making the system easily accessible, and taking specific action to reach out to those who may be least likely to seek out resources on their own.

Homefull follows the Coordinated Entry (CE) Plan approved by the Ohio Balance of State Continuum of Care (BoSCoC). Nine (9) components of the CE plan inform the best practice and required method for quickly and effectively diverting at-risk households from experiencing homelessness, reducing episodes of homelessness, and prioritizing housing solutions for those in need of supportive housing options. The components of the Coordinated Entry Plan are as follows:

Component No. 1 - Outreach, Advertising, and Marketing
Component No. 2 - Inventory of Available Projects and Community Resources
Component No. 3 - Identification of Access Points
Component No. 4 - Diversion Screening
Component No. 5 - Entry into Emergency Shelter or Crisis Response System
Component No. 7 - Determining and Making Referrals
Component No. 8 - PSH Prioritization and Centralized Prioritization Lists
Component No. 9 - Monitoring and Evaluation

Homefull utilizes the HMIS system to track data and report performance measures on the

different components of the CE Plan. Homefull will provide performance reporting from HMIS as required by the City.

D. Supportive Service Coordination

Homefull will provide or coordinate supportive services to the residents of the Non Congregate Shelter Facility through voluntary case management. Homefull will provide necessary case management along with program management to support the needs of the Non Congregate Shelter Facility and the clients being served.

Case Managers will work with residents, adults and children, to provide referrals to partnering agencies for any necessary service that is not currently offered directly by Homefull, or in circumstances where established resources within Springfield are more effective/efficient. Homefull implements a Housing First approach to connect those experiencing homelessness to permanent housing without preconditions and barriers to entry, such as sobriety, treatment, or service participation requirements. Homeful will provide supportive services to help empower and engage clients to maximize housing stability and prevent returns to homelessness as opposed to addressing predetermined treatment goals prior to permanent housing entry.

Homefull will operate programs implementing low barriers as an approach to help those accessing services exit homelessness at a rapid pace eliminating barriers outside of funding eligibility regulations. Homefull operates programming that does not require any preconditions for admittance to the homeless programs other than defined per program funding regulations and contracts

Homefull has developed this extensive service plan through various community partners included in the following service supports:

Housing Stability Services
Behavioral Health Support
Access to Community Health Services
Substance use rehabilitation services
Early Childhood Education/ Homeless Liaison
Educational assistance programs
Health promotion, nutrition, and wellness
Job training, search, and/or placement assistance, including employment services
Transportation
Security/Safety Services
Other Services

Details of each area of supportive service can be found in Exhibit 1: Non-Congregate Shelter Operations manual

F. Program delivery

Activity #1

Shelter Services for 70 households (families and individuals) will be provided emergency shelter services

- Daily cleaning and maintenance of the facility (including laundry.)
- Ensure Security and Control access to Building and Services.
- Maintenance of equipment and supplies.
- Coordination of volunteers and activities.
- Breakfast, lunch and dinner to clients daily.
- HMIS Data collection.

Activity #2

Housing Focused Case Management; Case management must include a focus on housing assessment, placement and housing stability

- Engagement and Intake.
- Assessment and Case planning/goal setting.
- Assisting clients to qualify for/maintain public benefits.
- Service Coordination with community providers.
- Referrals/Advocacy.
- Facilitating access /Linkages to permanent housing and mainstream services
- Reporting in HMIS System.
- Collaboration with Coordinated Entry (CE.)
- Structured schedule of activities to remove barriers in overcoming homelessness.

Activity #3

Outreach and Neighborhood Coordination

- Be responsive to community concerns and issues as they arise.
- Coordination with community outreach providers and police.
- Facilitate the referral of households to another appropriate emergency shelter or placement.
- Work in partnership with Springfield City Government and/or designee as appointed to address safety issues.

Activity #4

Performance Goals

Homefull will provide services to Springfield's Non-Congregate Shelter with the expectations of achieving the community's and COC System Performance Goals:

- Reducing Length of Stay
- Positive Housing Destination
- Increasing Cash Income
- Increasing Employment Income
- Increasing Non-Cash Benefits
- Reducing Returns to Shelter

Activity #5

Data and Reporting

Homefull will collect and report participant-level demographic and service data as outlined in our contract. Homefull's policies and procedures ensure privacy and confidentiality of participant records for both paper files and HMIS. Homefull will enter data and adhere to data quality procedures as stipulated in the Balance of State CoC Homeless Management Information System (HMIS) Standard Operating Procedures.

G. Funding Plan and Budget

- Homefull's CFO and supporting accounting team will manage accounts payable, cash receipts and payroll, prepare monthly financial statements, grant billings, and assist with the annual budget and audit.
- Monthly financial statements include a balance sheet, profit and loss statement, general ledger, grant general ledgers, functional expense reports, and other reports as needed or required.
- Homefull will work to identify, secure and leverage multiple funding resources, and will immediately report any funding sources directly related to this scope of work to assure there are no duplication of benefits. The protection of no duplication of benefits is the sole responsibility of Homefull.
- Homefull will actively recruit and manage a number of partners to provide in-kind services to program participants.
- Periodically, Homefull will analyze and review program budgets and expenditures to find ways to reduce operational costs and find greater efficiencies without compromising quality of service or program integrity.
- Homefull will research and apply for any funding opportunities that might benefit the shelter.
- At the term of each six-month lease, Homefull and the City will review the budget and expenditures of the program to ensure effective use of Federal, State, and Local funds to operate the Springfield Non-Congregate Shelter.

Funding Plan

Funding for the SNCS will be provided through multiple funding sources including CDBG-CV, and ARPA (SRLF). Homefull and the City of Springfield will reevaluate the funding plan at six (6) month intervals. While transitional and interim funding for this new project will rely heavily on public funding sources, it is the agreed intent to leverage appropriate sources of funds to the operations and supportive services as available from federal, state, and private supports. The following budget is the first iteration of the operational and administrative expenses and sources of funds to meet the need.

ATTACHMENT II

BUDGET

Springfield Non-Congregate Shelter Year One Budget
Executive Inn = Springfield Non-Congregate Shelter (SNCS)

I. Shelter Operations	
II. Shelter Supportive Services	
III. Administrative	
Grand Total Annual Operating	\$ 1,103,379.20

<u>Non-Congregate Shelter</u>	
<u>Onboarding and Facilities</u>	
<u>Maintenance - One Time Costs</u>	\$ 240,000.00
Total Subrecipient Funding	\$ 1,343,379.20

ATTACHMENT III

PROGRAM REPORTING AND INVOICING REQUIREMENTS

In addition to maintaining records required by HUD, see 24 CFR Part 576 **EMERGENCY SOLUTIONS GRANT PROGRAM FINAL RULE & NOTICE**, which includes the management of client records in the Homeless Management Information System (HMIS), or in a comparable database if providing services to Domestic Violence clients, as required by HUD. The following reports must be submitted to the City of Springfield Community Development Department to assist the City in meeting its requirements for record keeping and book keeping requirements as described in Section 576.500 of the HUD regulations.

Reporting Requirements

1. Prepare and submit on a monthly basis a Program Progress Report to include percentage of work performance on each section Included In the program schedule. Report should include Identification of any particular obstacles preventing achievement of objectives and an Indication of how/what contracting agencies proposes to surmount obstacles. Please note that if there is any reason for a revision in the program, the contracting agency must receive written approval from the City. These reports should at minimum include the following as applicable:
 - a. **Emergency Shelter Performance Measures:**
 - i. % Exits to Transitional and Temporary Housing
 - ii. % Exits to Permanent Housing
 - iii. % Participation in Case Management
 - iv. % With income increase at exit
2. Prepare and submit in a monthly report a detailed breakdown of matching funds; if using staff time contracting agency must submit copies of time records detailing all time employee worked plus detailing the time spent on the project for matching share of grant. For any volunteers, time records for volunteers must be logged in with identification of time for the Grant. This should be dedicated match that is not already be used for match for another grant.
3. Prepare and submit on a monthly basis a report indicating the number of unduplicated homeless served to include male/female, race, and ethnicity. Also, if any homeless was not served by the agency reason for such determination and the Identification of referrals if utilized. In addition, it shall include the estimated average number of homeless served per night/day.
4. Submit to the City's monitoring department a copy of the contracting agency's audit within 6 months of the end of the fiscal year for the contracting agency.
5. Between the required reporting periods, events may occur that have significant impact upon the project. In such Instances, the contracting agency shall Inform the City as soon

as the following types of conditions become known:

- a. Problems, delays or adverse conditions that will materially affect the ability to attain program objectives, prevent the meeting of time schedules and goals, or preclude the attainment of project work units by established time period. This disclosure shall be accompanied by a statement of the action taken, or contemplated, and any City assistance needed to resolve the situation.
 - b. Favorable developments or events that enable time schedules to be met sooner than anticipated or more work units to be produced than originally projected.
6. Prepare and submit to the City at the end of project a property inventory list for which grant funds were utilized to include the following:
- a. A description of the property.
 - b. Manufacturer's serial number, model number, federal stock number, national stock, or other Identification number.
 - c. Acquisition date and cost.
 - d. Location, use and condition of the property and the date the information was reported.
 - e. Unit acquisition cost.

Invoicing

Invoices must be submitted no later than the 15th of each month. The following information should be submitted as part of the drawdown request:

- Funds budgeted.
 - Funds already received to date.
 - Funds obligated in the current period and to date.
 - Funds expended in the current period and to date, with backup documentation for any funds being requested.
 - Cash on hand (including identified program income).
 - Previous drawdowns requested but not yet received.
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Attachment IV
Certifications, Other Regulations

Uniform Administrative Requirements

Accounting Standards. Recipients and Subrecipients which are governmental entities (including public agencies), shall comply with the requirements and standards of 2 CFR Part 200, and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred. Cost Principals. Subrecipients shall comply administer its program in conformance with 2 CFR 200 as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis

Equal Opportunity

The Subrecipient agrees to comply with and require any subcontractors to comply with the following: Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and the HUD regulations under 24 CFR Part 1 that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving Federal financial assistance by way of grant, loan, or contract and will immediately take any measures necessary to effectuate this Agreement. Title VIII of the Civil Rights Act of 1963 (P.L. 90-284), as amended by the Fair Housing Amendments Act of 1988 (P.L. 100-430), and will administer all programs and activities relating to housing and community development in a manner to affirmatively further fair housing within Constitutional limitations throughout the United States. Section 109 of the Housing and Community Development Act of 1974 and 1977, as amended, and in conformance with all requirements imposed pursuant to the Regulations of the Department of HUD (24 CFR Part 570.602) issued pursuant to that Section; and in accordance with Equal Opportunity obligations of that Section, no person in the United States shall, on the grounds of race, color, national origin, religion or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available pursuant to this agreement. Section 109 of the Act also directs that the prohibitions against discrimination on the basis of age, under the Age Discrimination Act and the prohibitions against discrimination on the basis of disability under Section 504 of the Rehabilitation Act of 1973, shall also apply to any program or activity funded in whole or in part with funds made available pursuant to this Agreement. Executive Order 11063, as amended, and the implementing regulations in 24 CFR part 6, on equal opportunity in housing and related facilities owned or operated by the Federal Government or provided with Federal financial

Labor Standards Provisions. The Subrecipient agrees to comply with Section 570.603, "Labor Standards" of the Regulations published by HUD for Community Development Block Grants. The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

Environmental Standards. The Subrecipient agrees to comply with any conditions resulting from the Community's compliance with the provisions of the National

Environmental Policy Act of 1969 and the other provisions of law specified at 24 CFR 58.5 insofar as the provisions of such Act apply to activities set forth in Attachment I - Work Program.

National Flood Insurance Program. This agreement is subject to the requirements of Section 202(a) of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4106) and the regulations in 44 CFR parts 59 through 79. No portion of the assistance provided under this Agreement is approved for acquisition or construction purposes as defined under Section 3(a) of said Act, for use in any area identified by the Secretary as having special flood hazards, which is located in a community not then in compliance with the requirements for participation in the national flood insurance program pursuant to section 201(d) of said Act; and the use of any assistance provided under this Agreement for such acquisition or construction in such identified areas in communities then participating in the national flood insurance program shall be subject to the mandatory purchase of flood insurance requirements of Section 102(a) of said Act.

Acquisition/Relocation. This Agreement is subject to providing a certification that it will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, implementing regulations at 49 CFR Part 24, which govern the acquisition of real property and provision of relocation assistance to persons displaced as a direct result of acquisition, rehabilitation, or demolition activities.

Employment and Contracting Opportunities.

The Subrecipient agrees to comply with Executive Order 11246, as amended, implementing regulations at 41 CFR 60, requiring nondiscrimination and affirmative action to ensure that no person is discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment by Government Contractors and Subcontractors and under Federally assisted construction contracts. Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and the implementing regulations at 24 CFR 135. Section 3 requires that employment opportunities arising in connection with public construction projects shall, to the extent feasible, and consistent with existing federal, state and local laws and regulations, be given to low- and very low-income persons.

Lead-Based Paint. This Agreement is subject to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at 24 CFR Part 35, subparts A, B, J, K, and R. The use of lead-based paint is prohibited whenever Community Development Block Grant funds are used directly or indirectly for the construction, rehabilitation, or modernization of residential structures. Immediate lead-based paint hazards existing in residential structures assisted with Block Grant funds must be eliminated, and purchasers and tenants of assisted structures constructed prior to 1973 must be notified of the hazards of lead-based paint poisoning.

Conflict of Interest. Subrecipient agrees to comply with 2 CFR 200 and 570.611, additionally the general rule is that no person who is an employee, agent, consultant, officer, or elected official or appointed official of the recipient, or of any designated public agency or subrecipient who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this agreement, or who are in a position to participate in a decision making process or to gain inside information with regard to such activities, may

obtain a financial interest in any contract, subcontract or agreement with respect to the proceeds of the CDBG assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

Eligibility Restrictions for Certain Resident Aliens. Certain newly legalized aliens, as described in 24 CFR 49, are not eligible for assistance funded by this agreement. Such assistance includes financial assistance, public services, jobs and access to new or rehabilitated housing or other facilities targeted to low- and moderate-income persons.

Land Covenants. This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared, or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

Subcontracting. All work or services covered by this Agreement, which is subcontracted by the Subrecipient shall be specified by written contract and subject to all provisions of this Agreement. All subcontracts must be approved by the Community prior to execution

Interest of Certain Federal Officials. No member of or delegate to the Congress of the United States, shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.

Historic Preservation. This Agreement is subject to the requirements of P.L. 89-665, the Archaeological and Historic Preservation Act of 1974 (P.L. 93-291), Executive order 11593, and the procedures prescribed by the Advisory Council on Historic Preservation in 36 CFR Part 800. The Community must take into account the effect of a project on any district, site, building, structure, or object listed in or found by the Secretary of the Interior, pursuant to 35 CFR Part 800, to be eligible for inclusion in the National Register of Historic Places, maintained by the National Park Service of the U.S. Department of the Interior, and must make every effort to eliminate or minimize any adverse effect on a historic property.

Architectural Barriers. This Agreement is subject to the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) and its regulations. Every building or facility (other than a privately owned residential structure) designed, constructed, or altered with Community Development Block Grant funds must comply with the requirements of the Uniform Federal Accessibility Standards (Appendix A to 24 CFR part 40 for residential structures and Appendix A to 41 CFR part 101-119, subpart 101-119.6, for general type buildings).

The Americans with Disabilities Act. This Agreement is subject to the requirements of the Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218 and 225) (ADA) which provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services, and telecommunications.

Lobbying. Block Grant funds shall not be used for publicity or propaganda purposes

designed to support or defeat legislation pending Federal, state, or local governments. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement; If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly: Lobbying Certification: This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Copeland "Anti-Kickback" Act. All contracts and subgrants in excess of \$2,000 for construction or repair awarded by subrecipients shall include a provision for **Copyright.** If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use, the work or materials for governmental purposes.

Religious Activities. The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization compliance with this Act (18 U.S.C. 874 and 40 U.S.C. 276c) as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States).

Davis-Bacon Act, as amended. All construction contracts awarded by subrecipients for more than \$2,000 under this agreement, shall require compliance with the above-named act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction").

Contract Work Hours and Safety Standards Act. All contracts awarded by subrecipients in excess of \$2,000 for construction contracts and in excess of \$2,500 for other contracts that involve the employment of mechanics or laborers shall require compliance with Sections 102 and 107 of the above-named act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5).

Attachment V - Records to be Maintained

- A. The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:
- Records providing a full description of each activity undertaken;
 - Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
 - Records required to determine the eligibility of activities;
 - Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
 - Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
 - Financial records as required by 24 CFR 570.502, and 2 CFR 200; and
 - Other records necessary to document compliance with Subpart K of 24 CFR 570.
- B. The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.
- C. The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.
- D. The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited by the [insert applicable State or Federal law] unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.
- E. The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.
- F. All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning sub-recipient audits and 2 CFR 200.