



REQUEST FOR BOARD ACTION

ITEM NO. 7

DATE OF REQUEST: January 19, 2010

REQUESTED BY: Angela Keith, Housing Director

SHORT TITLE: Resolution Approving a Contract between Pender County and the Cape Fear Area United Way for the Administration of the Homelessness Prevention and Rapid Re-Housing Program.

BACKGROUND: Pender County has been awarded funding (\$160,378) by the Cape Fear Area United Way under the federal Homelessness Prevention and Rapid Re-Housing Program (HPRP) funds under Title XII of the American Recovery and Reinvestment Act of 2009. A contract is necessary to be in effect for a maximum of thirty-three (33) months ending June 30, 2012, for administration of the funding.

The Pender County Housing Department (PCHD) will be responsible for administering funds for eligible Pender County residents for activities such as short term financial assistance for rental payments, rental security deposits, utility deposits, utility payments, moving cost assistance and housing relocation and stabilization not to exceed 18 months or until funding has been exhausted.

Assistance may only be provided to individuals and families who are homeless or would be homeless but for this assistance. Participant households must be at or below fifty percent of Area Median Income as defined by HUD and assistance cannot exceed 18 months.

PCHD shall comply with all requirements specific to HPRP, as defined in the HPRP Notice and HUD guidance. The County Attorney has reviewed the contract.

SPECIFIC ACTION REQUESTED: To consider a resolution approving a contract between Pender County and Cape Fear United Way for the administration of the Homeless Prevention and Rapid Re-Housing Program.

COUNTY MANAGER'S RECOMMENDATION

Respectfully recommend approval.

 JB
Initial

RESOLUTION

NOW, THEREFORE BE IT RESOLVED by the Pender County Board of Commissioners that:

the contract between Pender County and the Cape Fear Area United Way is hereby approved. The County Manager/Chairman is authorized to execute any/all documents necessary to implement this resolution.

AMENDMENTS:

MOVED _____ SECONDED _____

APPROVED _____ DENIED _____ UNANIMOUS

YEA VOTES: Tate ___ Blanchard ___ Brown ___ Rivenbark ___ Williams ___

Jimmy T. Tate, Chairman 01/19/10
Date

ATTEST 01/19/10
Date

(NORTH CAROLINA, NEW HANOVER COUNTY)

**HOMELESSNESS PREVENTION AND RAPID RE-HOUSING
AGREEMENT**

THIS AGREEMENT, made this 19 day of January, 2010, by and between Cape Fear Area United Way Incorporated, a North Carolina non-profit corporation (hereinafter referred to as "CFAUW") and Pender County, A North Carolina County Government (hereinafter "PC").

WITNESSETH:

WHEREAS, CFAUW has been awarded federal Homelessness Prevention and Rapid Re-Housing Program ("HPRP") funds under Title XII of the American Recovery and Reinvestment Act of 2009 ("ARRA" or "Stimulus Act") as a subgrantee of the State of North Carolina Office of Economic Recovery and Investment; and

WHEREAS, PC is duly organized to provide financial assistance and services to prevent individuals and families from becoming homeless and to help those who are experiencing homelessness to be quickly re-housed and stabilized; and

WHEREAS, CFAUW and PC intend to collaborate to provide HPRP services and assistance;

NOW, THEREFORE, in consideration of the premises, CFAUW and PC do hereby agree as follows:

1. Statement of Work and Budget

- a) CFAUW shall provide PC with HPRP funds in an amount not to exceed One hundred sixty thousand three hundred seventy eight (\$160,378) to administer HPRP Program activities upon the terms and conditions set forth herein.
- b) PC shall expend the HPRP funds in accordance with the project budget shown in Exhibit A and in accordance with applicable federal, state and local laws.
- c) PC shall perform services in consideration of the receipt of said funds in accordance with the Work Plan included in Exhibit B and attached hereto and incorporated herein by reference.
- d) Funds may be disbursed on a periodic basis, not to exceed once a month, to reimburse PC for actual expenses incurred over the report period. PC shall submit a request for payment evidencing said expenses with adequate supporting documentation.
- e) Notwithstanding the date of execution hereof, the term of this Agreement shall be for a maximum of thirty-three (33) months beginning **October 1, 2009 and ending June 30, 2012**. Notwithstanding these dates, the contract shall expire upon completion of the Work Plan contained in Exhibit B or disbursement of contract funds.

2. Administrative Requirements

- a) PC shall comply with all applicable provisions of OMB Circular A-122 "Cost Principles for Nonprofit Organizations" and applicable provisions of OMB Circular A-110 "Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations".

- b) PC shall carry out each activity required by this Agreement in a manner consistent with the requirements of Federal laws and regulations described in Notice of Allocations, Application Procedures, and Requirements for Homelessness Prevention and Rapid Re-Housing Program Grantees under the American Recovery and Reinvestment Act of 2009, as amended ("HPRP Notice"), which is attached as Exhibit D, and other applicable regulations as referenced in the attached Exhibit C, "Standard Certifications And Assurances."

3. Records and Reports

- a) PC must enter required client data for all HPRP-assisted households in the Homeless Management Information System (HMIS) coordinated by the Carolina Homeless Information Network.
- b) PC shall maintain records necessary to document compliance with applicable provisions of HPRP funding as referenced in Exhibit D and the policies, guidelines, and requirements of OMB Circulars A-110 and A-122, as they relate to the acceptance use of grant funds by private non-profit organizations.
- c) No less frequently than quarterly, PC shall submit to CFAUW a report showing the total unduplicated number of persons served by the HPRP Program, their race and ethnicity (Hispanic or non-Hispanic), and their low-and moderate-income status. PC will provide to CFAUW any information which may be subsequently requested by the State of North Carolina Office of Economic Recovery and Investment or the U.S. Department of Housing and Urban Development.
- d) PC shall maintain original files and provide copies of contracts, invoices and other supporting documentation as determined appropriate upon which cost reimbursements or fund advances may be made. The retention period for records pertaining to this Agreement shall be for four years, and shall begin on September 28 following termination of this Agreement.
- e) PC shall maintain and provide to CFAUW upon request detailed income and expense statements for the program.

4. Suspension and Termination

- a) In accordance with the provisions of 24 CFR 84.61(a)(1), this Agreement may be suspended or terminated, at the sole discretion of CFAUW if PC materially fails to comply with any term or condition specified herein.
- b) In accordance with the provisions of 24 CFR 84.61(a)(2), the Agreement may be terminated in whole or in part by either party upon agreement of the parties on the termination conditions, effective date and portion of the grant award to be terminated.
- c) In accordance with the provisions of 24 CFR 84.61(a)(3), the Agreement may be terminated by PC upon written notification to CFAUW setting forth the reasons for termination, effective date and portion of the grant to be terminated. However, in the case of a partial termination, if CFAUW determines that the remaining portion of the grant will not accomplish the purposes for which funding was provided, CFAUW may terminate the Agreement in its entirety.
- d) Upon the termination of this Agreement, PC shall transfer to CFAUW any unexpended HPRP funds on hand at termination.
- e) This agreement may be amended upon agreement of the parties.

5. Indemnification Clause

PC, to the extent permitted by law, shall hold harmless, defend and indemnify CFAUW from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the party's performance or nonperformance of the services or subject matter called for in this Agreement.

PC shall be held liable for anything that arises out of Pender County's performance or non-performance only.

6. The attached Exhibits are incorporated herein by reference and shall have the same force and effect as if set forth herein, and are:

- (A) Budget, Purpose and Restrictions
- (B) Certifications & Assurance Requirements For All Federal Grants
- (C) Work Plan
- (D) HUD HPRP Notice, as amended

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed in triplicate, the day and year first above written.

ATTEST

CAPE FEAR AREA UNITED WAY, INC.

(SEAL)
Notary

BY: _____
Christopher Nelson, President

ATTEST:

PENDER COUNTY

(SEAL)
Type Name:
Title:

Type Name: Jimmy Tate
Title: Chairman, BOCC

EXHIBIT A
HOMELESSNESS PREVENTION AND RAPID RE-HOUSING PROGRAM
BUDGET, PURPOSE AND RESTRICTIONS

Purpose - HPRP funds are herein provided to PC to provide financial assistance and services to either prevent individuals and families from becoming homeless or help those who are experiencing homelessness to be quickly re-housed and stabilized.

Project Budget – Any modifications to the budget must be approved by CFAUW. **PC shall expend not less than sixty percent (60%) of HPRP funds no later than May 30, 2011. Failure to do so by PC may result in unilateral termination of the contract by CFAUW with 15 days written notice.**

Activities	Amount
Housing Location and Stabilization Staff, and necessary operating costs including but not limited to office supplies, computers, copying, printing, and telephones.	\$53,886
Financial Assistance (Reimbursement equal to payments by <u>PC</u> for referred participants who are provided with initial assistance at PC and are subsequently approved for HPRP project funds.)	\$106,492
Total	\$160,377

Project Partners – HPRP funds for the activities listed above shall be disbursed directly by PC and reimbursed by CFAUW. PC shall not enter into a written agreement with any other entity through which HPRP funds will be disbursed without the written approval of CFAUW.

Eligible Activities – Eligible activities are defined by the HPRP Notice and guidance issued by HUD. PC may undertake the following activities:

1. **Financial Assistance.** Financial assistance is limited to short-term rental assistance, medium-term rental assistance, security deposits, utility deposits, utility payments, moving cost assistance, and motel and hotel vouchers.
2. **Housing Relocation and Stabilization Services.** HPRP funds may be used for services that assist program participants with housing stability and placement. Each program participant may receive housing relocation and stabilization services for up to 18 months. These services are limited to the following eligible activities:
 - a. Case management, for the arrangement, coordination, monitoring, and delivery of services related to meeting the housing needs of program participants and helping them obtain housing stability. Component services and activities may include: counseling; developing, securing, and coordinating services; monitoring and evaluating program participant progress; assuring that program participants' rights are protected; and developing an individualized housing and service plan, including a path to permanent housing stability subsequent to HPRP financial assistance.
 - b. Housing search and placement, to assist individuals or families in locating, obtaining, and retaining suitable housing. Component services or activities may include: tenant counseling; assisting individuals and families to understand leases; securing utilities; making moving arrangements; representative payee services concerning rent and utilities; and mediation and outreach to property owners related to locating or retaining housing.

PC may also refer clients for the following services, subject to notification to CFAUW. PC will pay the provider agency directly.

1. Legal services, to help people stay in their homes, such as services or activities provided by a lawyer or other person(s) under the supervision of a lawyer to assist program participants with legal advice and representation in administrative or court proceedings related to tenant/landlord matters or housing issues. Legal services related to mortgages are not eligible.
2. Credit repair, to assist program participants with critical skills related to household budgeting, money management, accessing a free personal credit report, and resolving

personal credit issues. All credit repair referrals must be made to AMEZ Housing Community Development Corporation, an HPRP partner agency.

Restrictions – PC shall comply with all requirements specific to HPRP, as defined in the HPRP Notice and HUD guidance, including, but not limited to: 1) assistance may only be provided to individuals and families who are homeless or would be homeless but for this assistance, 2) participant households must be at or below fifty percent (50%) of Area Median Income, as defined by HUD, 3) a maximum of 18 months of assistance, 4) a maximum of six months of arrearages, 5) certification of eligibility at least once every 3 months for all participants receiving medium-term rental assistance, and 6) use of potential risk factors, 5) Rental assistance payments cannot be made on behalf of eligible individuals or families for the same period of time and for the same cost types that are being provided through another federal, state or local housing subsidy program.

Disbursement of Grant Funds – Disbursements of funds will be made to reimburse the PC for eligible expenditures. Funds may be advanced to PC for financial assistance to clients. Staff costs will be paid on a reimbursement basis only. Requests for payments are to be submitted monthly for all eligible costs. PC shall provide supporting documentation as described below for disbursement of grant funds. All requests for payment must be received by CFAUW within thirty days of the end of this Agreement and any payment requests not delivered within such time period shall be the sole obligation and responsibility of PC.

1. **Personnel Charges** – Salary and fringe benefit reimbursement is limited to identified staff person(s) carrying out direct program activities. The documentation to be maintained for all reimbursed personnel cost and to be provided to the CFAUW includes:
 - a. Copies of time sheets
 - b. A daily or weekly activity log summarizing tasks
 - c. Copy of payroll register for the time period for which reimbursement is requested.
2. **Financial Assistance** – For reimbursement of financial assistance paid on behalf of clients, the documentation to be provided to the CFAUW must include the client name, type of assistance, amount of assistance, date or period of assistance, and payee.
3. **Other Charges** – Reimbursement for materials, supplies and other expenses is limited to direct project-related expenditures which are documented by original vendor receipts containing the information described in the following section.

All invoices must meet the following criteria:

- a. Be vendor originated;
- b. Contain Name of vendor and purchaser;
- c. Date of purchase, delivery, or projected date for delivery of service;
- d. Itemization of purchase/service, including description of item or service, number of each item/unit of service, and the cost of each item/unit of service
- e. Total purchase cost

Reporting – PC shall ensure that required data on all HPRP Program participants are entered into the Homeless Management Information System (HMIS). PC shall provide data on the HPRP Program to the CFAUW on a schedule and in a format requested by the CFAUW.

EXHIBIT B
STANDARD CERTIFICATIONS AND ASSURANCES
REQUIREMENTS OF ALL HUD ADMINISTERED FEDERALLY FUNDED GRANT PROGRAMS

The following certifications and assurances are standard terms, conditions and requirements attached to all HUD administered federally funded grant programs, specifically those funded in whole or in part by Homelessness Prevention and Rapid Re-Housing Program. The applicability of specific conditions is determined by the scope of activities contained in the Agreement to which this Exhibit is incorporated by reference.

A. Nondiscrimination and Equal Opportunity

- 1) The requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et.seq.) and implementing regulations issued at 24 CFR Part 1, which provides that no person 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 for which the PC receives Federal financial assistance and will immediately take any measures necessary to effectuate this assurance;
- 2) The requirements of Title VIII of the Civil Rights Act of 1968, 42 U.S.C. 3601-3619, and implementing regulations: Executive Order 11063 and implementing regulations at 24 CFR Part 107, which prohibits discrimination in the sale, rental or financing of housing and the provision of brokerage services because of race, color, religion, sex, or national origin, handicap or familial status;
- 3) The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107), and the prohibitions against discrimination against handicapped individuals under section 504 of the Rehabilitation act of 1973 (29 U.S.C. 794) and under Title I of the American Disabilities Act (42 U.S.C. 12101), regulations at 24 CFR 1630;
- 4) The Equal Employment Opportunity requirements of Executive Order 11246 and the regulations issued under the Order at 41 CFR Chapter 60, as applicable.

B. Applicability of OMB Circulars: The policies, guidelines, and requirements of OMB Circular Nos. A-110 and A-122, as they relate to the acceptance and use of grant funds by private nonprofit organizations.

C. Uniform Federal Accessibility Standards: For rehab or conversion, the Uniform Federal Accessibility Standards at 24 CFR Part 40, Appendix A & Title II of the American Disabilities Act (42 U.S.C. 12101), regulations at 24 CFR 1630.

D. Lead-based paint: Applicable requirements of the Lead-Based Paint Poisoning Prevention Act [42 U.S.C.4821-4846]; implementing regulations at 24 CFR Part 35.

E. Conflicts of Interest: In addition to conflict of interest requirements in 24 CFR 84.42 and OMB Circulars A-102 and A-110, no person 1) who is an employee, agent, consultant, officer, or elected or appointed official of the grantee, State recipient, or nonprofit recipient (or of any designated public agency) that receives grant funds and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or 2) who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for him or herself or those with whom he or she has family or

business ties, during his or her tenure or for one year thereafter.

F. Use of Debarred, Suspended, or Ineligible Contractors: Funds shall not be used directly or indirectly to employ, award contracts to, or otherwise engage the services of, or fund any contractor during any period of debarment, suspension, or placement in ineligible status under the provision of 24 CFR Part 24.

G. Flood Insurance: No site proposed on which renovation, major rehabilitation, or conversion of a building is to be assisted under this part, may be located in an area, identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, unless the community in which the area is situated is participating in the National Flood Insurance program in compliance with section 120(a) of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001 et seq.).

H. Drug Free Workplace: Each grantee is required to certify that it will maintain a drug free workplace in accordance with the requirements of 24 CFR Part 24, Subpart F.

I. Hot Goods: The applicable provisions of Section 6, 7, and 12 of the Fair Labor Standards Act of 1938, as amended, that there will be no violations of the "hot goods" or "hot cargo" provisions of the Act involving restrictions on the use of underaged employees.

J. Audit Requirements: The City will require either a single-agency audit or audited financial statements from all private, non-profit PC agencies receiving \$25,000 or more in one fiscal year, from all funding sources, excluding "in-kind" contributions. PC agencies which are subject to the audit provisions of OMB Circular A-133 shall provide annual audits in full compliance with A-133 requirements including provision of Management Letter and/or Management Comments.

K. Lobbying: 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. 2) 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 office or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

L. Habitability Standards: PCs providing rental assistance with HPRP funds will be required to conduct initial and any appropriate follow-up inspections of housing units into which a program participant will be moving. Units should be inspected on an annual basis and upon a change of tenancy. The minimum habitability standards are listed in HPRP Notice.

M. Affirmatively Furthering Fair Housing: PC will have a duty to affirmatively further fair housing opportunities for classes protected under the Fair Housing Act. Protected classes include race, color, national origin, religion, sex, disability, and familial status. Examples of affirmatively furthering fair housing include: (1) marketing the program to all eligible persons, including persons with disabilities and persons with limited English proficiency; (2) making buildings and communications that facilitate applications and service delivery accessible to persons with disabilities (see, for example, HUD's rule on effective communications at 24 CFR 8.6); (3) providing fair housing counseling services or referrals to fair housing agencies; (4) informing participants of how to file a housing

discrimination complaint, including providing the toll-free number for the Housing Discrimination Hotline: 1800-669-9777; and (5) recruiting landlords and service providers in areas that expand housing choice to program participants.

N. DUNS Number/Central Contractor Registration. Borrower must maintain current registration in the Central Contractor Registration (<http://www.ccr.gov>) at all times during which it has active federal awards funded with ARRA funds. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number (<http://www.dnb.com>) is one of the requirements for registration in the Central Contractor Registration.