

PLANNING AND ECONOMIC DEVELOPMENT COMMITTEE

12-0073R

RESOLUTION AUTHORIZING A REQUEST FOR HUD EMERGENCY SOLUTIONS GRANT PROGRAM (ESGP) FUNDS FOR THE 2012 PROGRAM YEAR AND AUTHORIZING CONTRACTS.

CITY PROPOSAL:

WHEREAS, City Council Resolution No. 12-0072R, adopted February 13, 2012, approved FY 2012 annual Action Plan portion of the 2010-2014 Consolidated Plan; and

WHEREAS, the secretary of HUD is authorized to make grants to cities and/or counties to finance local community development programs, approved in accordance with the provisions of Title I of said Act, as well as grants under the Cranston-Gonzales National Affordable Housing Act of 1990, as amended, (the HOME program) and the Stewart B. McKinney Homeless Assistance Act of 1987, as amended (the Emergency Solutions Grant - ESG - program);

NOW, THEREFORE, BE IT RESOLVED, that the proper city officials are hereby authorized to make and submit appropriate documentation to HUD for those projects and corresponding funding levels as set forth below:

2012 ESG PROGRAM - FUND 262, AGENCY 020, OBJECT 5434, PROJECT CD12ES

<u>SUBPROJECT</u>	<u>PROJECTS</u>	<u>AMOUNT</u>
1244	CHUM Stabilization Services for Homeless	\$ 31,124
2109	MACV - Duluth	\$ 4,540
2509	Battered Women's Shelter Programs-Safe Haven	\$ 19,578
2511	Transitional Housing-Salvation Army and/or CCHC	\$ 26,606
1974	Transitional Housing - Life House	\$ 7,530
1226	Transitional Housing - Center City Housing Corp	\$ 30,622
AD-04	Program Administration - City	<u>\$ 4,465</u>
	Total	\$124,465

BE IT FURTHER RESOLVED, that the following is hereby designated as the financial resource for the above program:

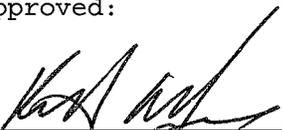
Source of Funding

2012 ESGP Grant                    \$124,465  
Total                                    \$124,465

BE IT FURTHER RESOLVED, that the City of Duluth and its officials are authorized and directed to assume full responsibility for assuring that its community development program is carried out in full compliance with the provisions of the acts implementing the programs and all regulations of HUD issued pursuant thereto. This authorization shall also apply to existing programs with the city and HUD under the HUD CDBG, HOME and ESG programs.

BE IT FURTHER RESOLVED, that the appropriate city officials are authorized to execute the appropriate agreements with these agencies upon receipt of approval of HUD funds.

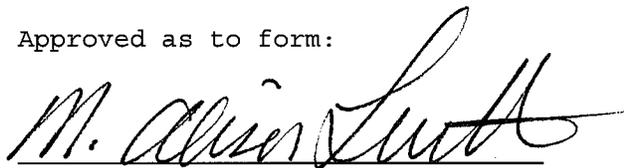
Approved:

  
\_\_\_\_\_  
Department Director

Approved for presentation to council:

  
\_\_\_\_\_  
Chief Administrative Officer

Approved as to form:

  
\_\_\_\_\_  
Attorney

Approved:

  
\_\_\_\_\_  
Auditor

CD    KH:bel    02/02/2012

STATEMENT OF PURPOSE: This resolution This resolution reflects comments from organizations and citizens as related to the fund for the Emergency Solutions Grant Program (ESGP). In addition to citizens, the Community Forums and the Community Development Committee (CD Committee) each played a role in the recommendations contained in this resolution. There was a 30-day public comment period from November 1- December 3, 2011, on the draft FY 2012 Annual Action Plan portion of the 2010-2014 Consolidated Plan, which includes

recommended funding for the 2012 CDBG, HOME and ESG programs. The CD Committee held a public hearing on December 6<sup>th</sup> and then continued this hearing on January 31<sup>st</sup> to hear comments on the funding recommendations and then modified the initial recommendations to reflect the comments and the final grant amounts. These recommendations were approved on January 31, 2012, with the concurrence of the Community Development Manager. The new legislation title, HEARTH (Homeless Emergency Assistance and Rapid Transition to Housing) Act will provide the City with additional funds for FY 2011 and FY 2012. An amendment to the FY 2011 and FY 2012 Annual Action Plans will need to be completed prior to adding those new funding to the programs, this will take place in April of 2012.

**Source of Funds:**

\$124,465 in new 2012 HUD ESGP Funds

The resolution, in addition to authorizing application for grant funds and administration of same when received, also takes the following actions:

- (a) Allocates funds by project for 2012 ESGP Program.
- (b) Authorizes contracts for the activities upon receipt of the funding contract and completion of the environmental review process.

**12-ES-01**

**Project Name:** CHUM Stabilization Services for the Homeless - CHUM

**Project Summary:** Operating funds are requested for Duluth's primary facility for serving the general homeless population. The CHUM Center and emergency shelters, the program's main components, provide shelter and services 24 hrs/day, 365 days/year. The CHUM Center is the primary outreach site for agencies providing services to people who are homeless.

**Goal:** 900 persons

**Amount Recommended:** \$31,124

**12-ES-02**

**Project Name:** Battered Women's Shelter Programs - Safe Haven Shelter for Battered Women (SHS)

**Project Summary:** Safe Haven Shelter for Battered Women (SHS) will provide safe, temporary shelter, necessities, advocacy and support for 500 homeless women and children who are victims of domestic violence.

**Goal:** 500 persons

**Amount Recommended:** \$19,578

**12-ES-03**

**Project Name:** Transitional Housing Program - Center City Housing Corp.

**Project Summary:** Center City Housing will provide transitional housing and support services to assist homeless families and single women to move toward greater housing stability.

**Goal:** 120 persons

**Amount Recommended:** \$30,622

**12-ES-04**

**Project Name:** Transitional Housing Program - Life House

**Project Summary:** Life House will provide transitional housing (and support services to assist homeless youth to move toward greater housing stability and address educational, health and job training needs through a coordinated assessment process.

**Goal:** 30 Youth

**Amount Recommended:** \$7,530

**12-ES-05**

**Project Name:** MACV-Duluth

**Project Summary:** Minnesota Assistance Council for Veteran's (MACV) regional program, MACV-Duluth, is the only veteran specific program that addresses the needs of those that are currently experiencing homelessness or at-risk of becoming homeless in this community. MACV-Duluth will provide transitional housing and support services to help 60 homeless/at-risk veterans access housing and improve housing stability.

**Goal:** 60 Veterans

**Amount Recommended:** \$4,540

**12-ES-06**

**Project Name:** Transitional Housing Program - Salvation Army

**Project Summary:** Salvation Army will provide transitional housing and support services to assist homeless families and single women to move toward greater housing stability.

**Goal:** 100

**Amount Recommended:** \$26,606

**2012 EMERGENCY SOLUTIONS GRANT PROGRAM**  
**PROJECT NAME**  
**AGENCY**

THIS AGREEMENT, entered into this 1<sup>st</sup> day of April, 2012, by and between the City of Duluth (the City), and Churches United in Ministry (CHUM) (the Agency);

WHEREAS, the City is the recipient of United States Department of Housing and Urban Development (HUD) funds under the Emergency Solutions Grant Program (ESGP) (CFDA 14.231), for the purpose of providing emergency assistance to homeless persons; and

WHEREAS, the City established the Project pursuant to Resolution 12-\_\_\_\_R, approved \_\_\_\_\_, 2012, and

WHEREAS, the Agency is desirous of serving as a sub-grantee of the City for the purpose of providing such assistance and is willing and able to do so;

NOW, THEREFORE, the City and the Agency do mutually agree as follows:

1. Use of Grant Fund

The Agency does hereby agree to use the funds allocated to this Project in conformance with Homeless Emergency Assistance and Rapid Transition to Housing: Emergency Solutions Grants Program, 24 CFR Parts 91 and 576, and the Scope of Services and Budget attached as Exhibit A.

2. Match Funds

The Agency does hereby agree to make matching contributions to supplement the program in an amount that equals the amount of ESG funds provided by the City. Matching funds must be provided after the date of the signed grant agreement. Match contributions may include cash and non-cash contributions and costs paid by program income.

3. Documents to be Incorporated

The parties agree that the following documents shall be incorporated by reference and considered part of this Agreement as if set forth herein:

- A. The HUD regulations applicable to this Agreement, including, but not limited to, the regulations contained in 24 CFR Parts 91 and 576 and 576, and as the same may be, from time to time, amended.

costs if the Agency has not submitted quarterly statistical and narrative reports, which are approved by the Manager, or if the Agency is not in compliance with the terms of any other agreement with the City.

No final payment shall be made pursuant to this Agreement until such time as the final programmatic report is submitted and approved by the Manager. No final payment shall be made pursuant to this Agreement until such time as final programmatic reports are submitted and approved by the Manager. All reimbursement payments shall be made out of the 2012 Federal Program Fund 262 Community Development - Agency 020 - Project Account No. CD12ES-01

5. Term

The term of this Agreement shall be deemed to commence on April 1, 2012, the date of this Agreement notwithstanding, and shall continue through March 31, 2013, unless terminated earlier as provided for herein. Notwithstanding the above, the term of this Agreement may be extended for a period not to exceed twelve (12) months upon prior written approval of the Manager. Within fifteen (15) days following the expiration or termination of this Agreement, the Agency's right to seek reimbursement shall cease and the City shall make no further reimbursements to the Agency under this Agreement. In the event the term of the Agreement or its termination falls on a holiday or weekend, then the Agency shall submit all required documentation and reports on the following business day. Any unexpended balance remaining at the expiration of the term of the Agreement shall be reprogrammed. No activity may begin before the environmental review clearance date.

6. Programmatic Reports

The Agency shall submit programmatic reports on a quarterly basis, and at such time as a final request for reimbursement is submitted prior to the end of the contract term in the form as shown in Exhibit D. Quarterly reports must be submitted throughout the term of this Agreement, whether or not activity occurs or funds are disbursed in a given quarter. Reports shall be submitted to the Manager on the following dates:

<u>Performance Period</u>	<u>Report Due Date</u>
April 1-June 30, 2012	July 15, 2012
July 1-September 30, 2012	October 15, 2012
October 1-December 31, 2012	January 15, 2013
January 1-March 31, 2013	April 15, 2013

In the event that the date that programmatic reports and reimbursement requests are due falls on a holiday or a weekend, the Agency shall submit reports on the following business day. A final year-end programmatic report shall be submitted to the Manager within fifteen (15) days of the last Project activity. No final

database that collects client-level data over time (i.e. longitudinal data) and generates unduplicated aggregated reports based on the data.

9. System-Wide Coordination Requirements

A. System Coordination with Continuum of Care

The agency shall participate in the development, coordination and integration of ESG activities into the City's Homeless Response System and Continuum of Care to provide a strategic, community-wide system to prevent and end homelessness for the City of Duluth.

B. System Coordination with Mainstream Resources

The Agency shall participate in the coordination and integration of ESG funded activities with mainstream programs and services such as social services, housing, employment, education, health, and youth programs for which individuals and families at risk of homelessness and homeless may be eligible.

C. Centralized or Coordinated Assessment

Under system-wide Continuum of Care coordination efforts, the Agency agrees to participate in the development of a centralized assessment system or coordinated assessment system in accordance with the requirements established by HUD. Each ESG-funded project within Continuum of Care's area must use that assessment.

10. Inspections

A. Audits and Inspections

The Agency shall ensure that at any time during normal business hours and as often as the City, HUD, the Comptroller General of the United States, the Legislative Auditor and/or the State Auditor may deem necessary, there shall be made available to the City, HUD, representatives of the Comptroller General, the Legislative Auditor and/or the State Auditor for examination, all of its records with respect to all matters covered by this Agreement, including HUD's grantee Consolidated Annual Performance and Evaluation Report. The Agency will also permit the City, HUD, representatives of the Comptroller General, the Legislative Auditor and/or the State Auditor to audit, examine and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Agreement.

D. Access by City

In order to ensure compliance with the terms and conditions of this Agreement, the Agency agrees that the City and its agents and staff shall have the right to have access to the Property and to inspect the Property at reasonable times and with reasonable notice to the Agency.

E. Assistance to the Homeless

The Agency shall provide homeless individuals and families with assistance in obtaining appropriate supportive services and other available assistance in conformance with the requirements of 24 CFR Parts 91 and 576.

F. Confidential Data

Where applicable, the Agency agrees to develop and implement procedures to ensure the confidentiality of records pertaining to the provision of family violence prevention or treatment services under this Agreement pursuant to 24 CFR 576.56. The Agency shall comply with the Minnesota Government Data Practices Act, MN Statute Chapter 13, and MN Statute Section 268.38 relating to transitional housing programs, where applicable.

G. Emergency Shelter Commitment

The Agency agrees to continue to use all property with regard to which ESGP funds are expended for providing emergency shelter and other services described herein in accordance with the applicable period of use restrictions set forth in 42 U.S.C. 11375.

H. Publicity Requirements

In any materials made public with regard to the activity or the Project, the Agency agrees to include a reference to the assistance provided pursuant to this Agreement by City.

12. Lead-based Paint Notification

The Agency shall comply with the requirements, as applicable, of the Lead-Based Paint Poisoning Prevention Act (42 USC 4821-4846) and implementing regulations at 24 CFR Part 35 and any amendments thereto.

Further, the Agency shall not be relieved of the liability to the City for damages sustained by the City by virtue of any breach of this Agreement by the Agency, and the City may withhold any reimbursement to the Agency on this and other agreements between the Agency and the City for the purpose of set-off until such time as the exact amount of damages due the City from the Agency can be determined. For the purposes of this Agreement, cause shall include any of the following:

1. Failure by the Agency to fulfill, for any reason, its obligations under this Agreement, or any other agreement between the Agency and the City, in a timely and proper manner, including failure to comply in any respect with the ESG Program, the Supplementary General Conditions, or any provision of this Agreement.
2. Failure to submit independent financial audits as required pursuant to this Agreement.
3. Failure to submit complete statistical and narrative reports on the dates set forth in this Agreement.
4. Agency submission of reports or requests for payment made to the City that are untimely, incorrect or incomplete in any material respect.
5. Ineffective or improper use of funds provided under this Agreement.
6. Suspension or termination of the ESGP grant to the City by HUD under which this Agreement is funded.
7. Failure to initiate activity under this Agreement, either programmatically or Failure to make payment requests, for the first six (6) months after the commencement of this Agreement.
8. Noncompliance with the laws, ordinances, rules, regulations, Executive Orders, directives and codes of the United States of America, State of Minnesota and the City and their respective agencies which are now or later become applicable to Agency activities under this Agreement, including, but not limited to, all applicable HUD regulations.
9. Payment of fees made by the Agency to solicit or secure this Agreement contingent upon or resulting from the award or making this Agreement.

17. Conflict of Interest

A. Interests of Public Officials

No public official shall receive any benefit under this contract, including members or delegates of the Congress of the United States (Congress), the Minnesota Legislature, the Duluth City Council, or other federal, state or local official. The Agency shall comply with the Federal and local Conflict of Interest policy.

B. Organization Conflict of Interests\

The provision of any type or amount of ESG assistance may not be conditioned on an individual's or family's acceptance or occupancy of emergency shelter or housing owned by the Agency, a parent or subsidiary of the Agency. No agency may, with respect to individuals or families occupy housing owned by the Agency, or any parent or subsidiary of the Agency, carry out the initial evaluation required under 24 CFR Part 576.401 or administer homelessness prevention assistance under Part 24 CFR Part 576.103.

18. Notices

Notices to the City provided for herein shall be sufficient if sent by regular United States mail, postage prepaid, addressed to the City at the Community Development Division, Room 407 City Hall, Duluth, Minnesota 55802; and notices to the Agency if sent by regular United States mail, postage prepaid, addressed to Churches United In Ministry, 102 West 2nd Street, Duluth, MN 55802, or to such other respective persons or addresses as the parties may designate to each other in writing from time to time.

19. Non-discrimination and Equal Opportunity

The Agency hereby agrees that in the use of the facilities and in the provision of assistance and services under the ESG Program, the Agency will comply with all nondiscrimination and equal opportunity requirements of 24 CFR part 5, 24 CFR 576.57, and the Minnesota Human Rights Act. Further, the Agency shall take reasonable steps to ensure meaningful access to programs and activities for limited English proficiency (LEP) persons, consistent with Title VI and Executive Order 13166.

20. Drug and Alcohol Free Policy

The Agency acknowledges that it is responsible for developing and enforcing a policy designed to ensure that facilities with regard to which ESGP grant funds

