

City of Fayetteville Staff Review Form

2022-0630

Legistar File ID

8/2/2022

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Yolanda Fields

7/12/2022

COMMUNITY RESOURCES (642)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends approval of the SNAPS grants renewal award amounts and approval for the Mayor's authority to sign the renewal agreement.

Budget Impact:

N/A	N/A
Account Number	Fund
N/A	N/A
Project Number	Project Title
Budgeted Item? <u>No</u>	Current Budget \$ -
	Funds Obligated \$ -
	Current Balance \$ -
Does item have a cost? <u>No</u>	Item Cost \$ -
Budget Adjustment Attached? <u>No</u>	Budget Adjustment \$ -
	Remaining Budget \$ -

V20210527

Purchase Order Number: _____

Previous Ordinance or Resolution # _____

Change Order Number: _____

Approval Date: _____

Original Contract Number: _____


Comments:



MEETING OF AUGUST 2, 2022

TO: Mayor and City Council

THRU: Susan Norton, Chief of Staff

FROM: Yolanda Fields, Community Resources Director 

DATE: July 12, 2022

SUBJECT: **Special Needs Assistance Program Renewal Grants**

RECOMMENDATION:

Staff recommends approval of the SNAPS grants renewal award amounts and approval for the Mayor's authority to sign the renewal agreement.

BACKGROUND:

The City of Fayetteville Hearth Program has been in operation since February of 2016, and to date we have housed 101 adults and 107 children. This program is funded by three annual grants. Grant AR0043 provides Permanent Supportive Housing, and grants AR00039 and AR0044 Chronically Homeless Permanent Supportive Housing.

DISCUSSION:

The renewal grants are Grant # AR0039L6F012108 in the amount of \$36,677, Grant # AR0043L6F012107 in the amount of \$193,734, and Grant # AR0044L6F012107, in the amount of \$39,782.

BUDGET/STAFF IMPACT:

None

Attachments:

SNAPS Grant Agreement



U.S. Department of Housing and Urban Development
Office of Community Planning and Development
425 West Capitol Avenue
Suite 1000
Little Rock, AR 72201

Grant Number: Multiple Projects
Tax ID Number: 71-6018462
Unique Entity Identifier [SAM]:N4PC BXWN AKK7

CONTINUUM OF CARE PROGRAM (CDFA# 14.267) GRANT AGREEMENT

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

This Agreement, the use of funds provided under this Agreement (the “Grant” or “Grant Funds”), and the operation of projects assisted with Grant Funds are governed by

1. title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11301 et seq. (the “Act”);
2. the Continuum of Care Program rule at 24 CFR part 578 (the “Rule”), as amended from time to time;
3. and the Notice of Funding Opportunity for the fiscal year in which the funds were awarded.

The terms “Grant” or “Grant Funds” mean the funds that are provided under this Agreement. The term “Application” means the application submissions on the basis of which the Grant was approved by HUD, including the certifications, assurances, technical submission documents, and any information or documentation required to meet any grant award condition. Capitalized terms that are not defined in this agreement shall have the meanings given in the Rule.

The Application is incorporated herein as part of this Agreement, except that only the project (those projects) listed below are funded by this Agreement. In the event of any conflict between any application provision and any provision contained in this Agreement, this Agreement shall control.

HUD’s total funding obligation authorized by this grant agreement is \$270,193, allocated between the project(s) listed below (each identified by a separate grant number) and, within those projects, between budget line items, as shown below. The Grant Funds an individual project will receive are as shown in the Application on the final HUD-approved Summary Budget for the project. Recipient shall use the Grant Funds provided for the projects listed below, during the budget period(s) period stated below.

Grant No.	Grant Term	Performance Period	Budget Period	Total Amount
AR0039L6F012108	12 months	09-01-2022 - 08-31-2023	09-01-2022 - 08-31-2023	\$36,677
a. Continuum of Care planning activities				\$0
b. Acquisition				\$0
c. Rehabilitation				\$0
d. New construction				\$0
e. Leasing				\$0
f. Rental assistance				\$32,040
g. Supportive services				\$4,637
h. Operating costs				\$0
i. Homeless Management Information System				\$0
j. Administrative costs				\$0
k. Relocation Costs				\$0
l. HPC homelessness prevention activities:				
Housing relocation and stabilization services				\$0
Short-term and medium-term rental assistance				\$ 0

Grant No.	Grant Term	Performance Period	Budget Period	Total Amount
AR0043L6F012107	12 months	06-01-2022 - 05-31-2023	06-01-2022 - 05-31-2023	\$193,734
a. Continuum of Care planning activities				\$0
b. Acquisition				\$0
c. Rehabilitation				\$0
d. New construction				\$0
e. Leasing				\$0
f. Rental assistance				\$156,648
g. Supportive services				\$30,731
h. Operating costs				\$0
i. Homeless Management Information System				\$0
j. Administrative costs				\$6,355
k. Relocation Costs				\$0
l. HPC homelessness prevention activities:				
Housing relocation and stabilization services				\$0
Short-term and medium-term rental assistance				\$0

Grant No.	Grant Term	Performance Period	Budget Period	Total Amount
AR0044L6F012107	12 months	09-01-2022 - 08-31-2023	09-01-2022 - 08-31-2023	\$39,782
a. Continuum of Care planning activities				\$0
b. Acquisition				\$0
c. Rehabilitation				\$0
d. New construction				\$0
e. Leasing				\$0
f. Rental assistance				\$32,040
g. Supportive services				\$5,734
h. Operating costs				\$0
i. Homeless Management Information System				\$0
j. Administrative costs				\$2,008
k. Relocation Costs				\$0
l. HPC homelessness prevention activities:				
Housing relocation and stabilization services				\$0
Short-term and medium-term rental assistance				\$ 0

Pre-award Costs for Continuum of Care Planning

The Recipient may, at its own risk, incur pre-award costs for continuum of care planning awards, after the date of the HUD selection notice and prior to the effective date of this Agreement, if such costs: a) are consistent with 2 CFR 200.458; and b) would be allowable as a post-award cost; and c) do not exceed 10 percent of the total funds obligated to this award. The incurrence of pre-award costs in anticipation of an award imposes no obligation on HUD either to make the award, or to increase the amount of the approved budget, if the award is made for less than the amount anticipated and is inadequate to cover the pre-award costs incurred.

These provisions apply to all Recipients:

If any new projects funded under this Agreement are for project-based rental assistance for a term of fifteen (15) years, the funding provided under this Agreement is for the performance period stated herein only. Additional funding is subject to the availability of annual appropriations.

The budget period and performance period of renewal projects funded by this Agreement will begin immediately at the end of the budget period and performance period of the grant being renewed. Eligible costs incurred between the end of Recipient's budget period and performance period under the grant being renewed and the date this Agreement is executed by both parties may be reimbursed with Grants Funds from this Agreement. No Grant Funds for renewal projects may be drawn down by Recipient before the end date of the project's budget period and performance period under the grant that has been renewed.

For any transition project funded under this Agreement the budget period and performance period of the transition project(s) will begin immediately at the end of the Recipient's final operating year under the grant being transitioned. Eligible costs, as defined by the Act and the Rule incurred between the end of Recipient's final operating year under the grant being transitioned and the execution of this Agreement may be paid with funds from the first operating year of this Agreement.

HUD designations of Continuums of Care as High-performing Communities (HPCS) are published in the HUD Exchange in the appropriate Fiscal Years' CoC Program Competition Funding Availability page. Notwithstanding anything to the contrary in the Application or this Agreement, Recipient may only use grant funds for HPC Homelessness Prevention Activities if the Continuum that designated the Recipient to apply for the grant was designated an HPC for the applicable fiscal year.

The Recipient must complete the attached "Indirect Cost Rate Schedule" and return it to HUD with this Agreement. The Recipient must provide HUD with a revised schedule when any change is made to the rate(s) included in the schedule. The schedule and any revisions HUD receives from the Recipient will be incorporated into and made part of this Agreement, provided that each rate included satisfies the applicable requirements under 2 CFR part 200 (including appendices).

This Agreement shall remain in effect until the earlier of 1) written agreement by the parties; 2) by HUD alone, acting under the authority of 24 CFR 578.107; 3) upon expiration of the budget period and performance period for all projects funded under this Agreement; or 4) upon the expiration of the period of availability of Grant Funds for all projects funded under this Agreement.

HUD notifications to the Recipient shall be to the address of the Recipient as stated in the Recipient's applicant profile in e-snaps. Recipient notifications to HUD shall be to the HUD Field Office executing the Agreement. No right, benefit, or advantage of the Recipient hereunder may be assigned without prior written approval of HUD.

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

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

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

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

By:

Earl M Cook

Digitally signed by: Earl M Cook
DN: CN = Earl M Cook email = Earl.M.Cook@hud.gov C = AD O = U.S.
Department of Housing and Urban Development OU = CPD Director
Date: 2022.07.01 10:53:57 -05'00'

(Signature)

Earl Cook, Acting CPD Director

(Typed Name and Title)

7/1/2022

(Date)

RECIPIENT

City of Fayetteville

(Name of Organization)

By:

(Signature of Authorized Official)

(Typed Name and Title of Authorized Official)

(Date)

Indirect Cost Schedule

Agency/Dept./Major Function	Indirect Cost Rate	Direct Cost Base

This schedule must include each indirect cost rate that will be used to calculate the Recipient's indirect costs under the grant. The schedule must also specify the type of direct cost base to which each included rate applies (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rate information for subrecipients.

For government entities, enter each agency or department that will carry out activities under the grant, the indirect cost rate applicable to each department/agency (including if the de minimis rate is used per 2 CFR §200.414), and the type of direct cost base to which the rate will be applied.

For nonprofit organizations that use the Simplified Allocation Method for indirect costs or elects to use the de minimis rate of 10% of Modified Total Direct Costs in accordance with 2 CFR §200.414, enter the applicable indirect cost rate and type of direct cost base in the first row of the table.

For nonprofit organizations that use the Multiple Base Allocation Method, enter each major function of the organization for which a rate was developed and will be used under the grant, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied.

To learn more about the indirect cost requirements, see 24 CFR 578.63; 2 CFR part 200, subpart E; Appendix IV to Part 200 (for nonprofit organizations); and Appendix VII to Part 200 (for state and local governments).