

GA-19-17

GRANT BRIEFING DOCUMENT

rev. 2/13/13

From:

Name: Theresa Wellman Dept: Planning and Zoning Phone: 410-263-7961 x 7798

This is a request to

- review, approve, and/or sign a grant agreement/award
 other

Grant title: Emergency Solutions Grant

Grantor: MD Housing and Community Developm Amount: \$ \$128,371.00

Attestation:

- Match is *not* required.
 Match is required. Match will be met in the form of ¹ _____
Community Grants, CDBG Grant, County Grant, Light House

I attest that this asset has been approved/appropriated in ² _____

[Signature]
Department Director signature

Planning + Zoning
Dept

11/2/16
Date

Routing	Initials	Date		Comments
		In	Out	
<input checked="" type="checkbox"/> originating Dept Director	<u>[Signature]</u>	<u>11/7</u>	<u>11/7/16</u>	
<input checked="" type="checkbox"/> Grants Coordinator	<u>MP</u>	<u>11/7</u>	<u>11/10</u>	
<input checked="" type="checkbox"/> Finance Director	<u>[Signature]</u>	<u>11/11</u>	<u>11/11</u>	
<input checked="" type="checkbox"/> City Attorney				
<input checked="" type="checkbox"/> City Manager	<u>[Signature]</u>	<u>11/4</u>	<u>11/4</u>	
<input checked="" type="checkbox"/> Mayor	<u>[Signature]</u>			
<input checked="" type="checkbox"/> City Clerk	<u>[Signature]</u>	<u>11/16</u>		<u>Return to Finance</u>
<input checked="" type="checkbox"/> Finance Committee				
<input checked="" type="checkbox"/> Finance Dept				

Return to Originating Department

GRANT Briefing Document, continued

Provide a short narrative. Include:

-program description	- purpose of funds	- due dates
-grant period	-amount of request or award	
-special features, e.g., environmental impact implications, notarization required		

Emergency Solutions Grant Program

The Emergency Solutions Grants (ESG) Program provides funds to prevent homelessness and to help improve the quality of existing emergency and transitional shelters for the homeless. It is also designed to help make available additional shelters, to help meet the costs of operating such shelters and of providing certain essential social services to homeless individuals. The assistance is designed to assure that homeless persons and those at risk of homelessness have access not only to safe and sanitary shelter, but also to the supportive services needed to improve their situations.

October 1, 2016- March 2017

Operating expenses for the Light House Emergency Shelter - \$128,371.00

Total: \$128,371.00

Match will be provided from the City, County and Light House. The County allocated \$50,000 for FY 2017. City has allocated \$6,000 for case management in City CDBG Funds for FY 2017 and 20,000 for FY 17 in Community Grant Funds. The this funding been approved by the City Council and Finance Committee.

The remaining match will come from the Light House.

¹ Examples: cash match, equipment loan, staff salaries, volunteer time, contribution from non-City agency.

² Examples: FY __ Operating Budget, a memorandum of understanding, City Council resolution/ordinance.

Exhibit A - FFY 16
 Grantee: City of Annapolis

Total ESG Award: \$128,371.00
 ESG State Award: \$51,826.00
 ESG Federal Award: \$76,545.00

	The Light House Inc.	Total Per Activity
Street Outreach		
Federal		\$0.00
State		\$0.00
	\$0.00	\$0.00
Emergency Shelter		
Federal	\$42,974.00	\$42,974.00
State	\$33,310.00	\$33,310.00
	\$76,284.00	\$76,284.00
Homelessness Prevention		
Federal		\$0.00
State		\$0.00
	\$0.00	\$0.00
Rapid Re-Housing		
Federal	\$29,686.00	\$29,686.00
State	\$12,401.00	\$12,401.00
	\$42,087.00	\$42,087.00
HMIS		
Federal	\$3,885.00	\$3,885.00
State	\$6,115.00	\$6,115.00
	\$10,000.00	\$10,000.00
Administrative		
Federal		\$0.00
State		\$0.00
	\$0.00	\$0.00
		Grand Totals
Total Federal Award	\$76,545.00	\$76,545.00
Total State Award	\$51,826.00	\$51,826.00
Total Per Provider	\$128,371.00	\$128,371.00



Grant Title Emergency Solutions Grant

Grant Award (\$) 128,371.00

Originating Department(s): Planning and Zoning

Dept Contact (Name/Phone): Theresa Wellman 7798

Expenditure Account	Revenue Source				Total per Expend. Type	Comments
	Federal	State	Local (Matching)	Other		
Salaries					0.00	
Benefits					0.00	
Overtime					0.00	
Supplies					0.00	
Telephone					0.00	
Electricity					0.00	
Fuel and Oil					0.00	
Training & Education					0.00	
R & M - Equipment					0.00	
Special Programs					0.00	
Contract Services					0.00	
Capital Outlay					0.00	
Shelter Operations		128,371.00	76,000.00	69,000.00	273,371.00	County, City and Light House
HMIS					0.00	
other (fill-in)					0.00	
other (fill-in)					0.00	
other (fill-in)					0.00	
other (fill-in)					0.00	
Total	0.00	128,371.00	76,000.00	69,000.00	273,371.00	

TOTAL EXPENDITURES*: **273,371.00**

* May be different from Grant Award \$ if there is a match requirement.

Match is not required.

Department Director Signature/Date

Planning and Zoning

Department

Match is required. Match will be met in the form of ⁽¹⁾ Community Grant, County Grant and Light House funds

I attest that this asset has been approved/appropriated in ⁽²⁾


Department Director Signature/Date

Planning and Zoning
Department

COMMENTS:

Local match comes from county and city CDBG and Community Grants. Remaining match comes from the Light House.

⁽¹⁾ Examples (include dollar amounts if applicable): Cash match, equipment loan, staff salaries, volunteer time, contribution from non-City agency.

⁽²⁾ Examples: FY __ operating budget, a memorandum of understanding, City Council resolution/ordinance.



LARRY HOGAN
Governor

BOYD K. RUTHERFORD
Lt. Governor

KENNETH C. HOLT
Secretary

October 11, 2016

The Honorable Michael J. Pantelides
Mayor, City of Annapolis
City of Annapolis
160 Duke of Gloucester St
Annapolis, MD 21401

Dear Mayor Pantelides:

Enclosed is the FFY 2016 / SFY 2017 Grant Agreement for the Emergency Solutions Grants Program (ESG), administered by the Maryland Department of Housing and Community Development (DHCD). City of Annapolis has been awarded \$128,371.00 by DHCD. This funding will support homeless assistance administered by the following service providers:

Service Providers

Light House

ESG Funding

\$ 128,371.00

Please sign, date and return the attached agreement within 30 days, including subrecipient agreements for each service provider. If you have any questions about the grant agreement or other aspects of the program, please contact me at (301) 429-7548 or via email at stephen.holt@maryland.gov.

Sincerely,

Steve Holt, Project Manager
Office of Community Programs

Enclosures:

Grant Agreement

Exhibit A, Project Description

Exhibit C, Disbursement Form(s)



EMERGENCY SOLUTIONS GRANTS PROGRAM AGREEMENT

THIS EMERGENCY SOLUTIONS GRANTS PROGRAM AGREEMENT (the "Agreement") is entered into as of the Effective Date (as defined in Section 15 hereof) by and between the DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT, a principal division of the government of the State of Maryland (the "Department") and City of Annapolis, a municipal corporation of the State of Maryland (F.I.D. – 52-6000764)(the "Grantee").

RECITALS

WHEREAS, the Emergency Solutions Grants program ("ESG"), formerly known as the Emergency Shelter Grants program, was established under the Homeless Housing Act of 1986, as part of the United States Department of Housing and Urban Development ("HUD") Independent Agencies Appropriations Act, 1987, enacted as Public Law 99-591, and was modified and amended by (i) Public Law 100-77, the Stewart B. McKinney Homeless Assistance Act, (ii) Public Law 100-628, the Stewart B. McKinney Homeless Assistance Amendments Act of 1988, (iii) the Housing and Community Development Act of 1992, and (iv) the Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009 ("HEARTH Act") (hereinafter referred to collectively as the "Act");

WHEREAS, the Department receives federal funding from HUD for distribution by the Department to units of general local governments within the State of Maryland (the "**Local Governments**"). The Local Governments are authorized to use the funds primarily for costs directly related to homeless prevention, rapid re-housing, street outreach, maintenance, staffing, administration, and operation of homeless shelters and post-shelter transitional units, including costs for case management and client services, and assistance to sheltered persons to facilitate their transition to permanent housing and independent living (the "**Program**"). The funds must be used in accordance with the provisions of the Act and the HUD regulations set forth in 24 CFR Part 576, as amended from time to time (the "**Regulations**");

In response to the increasing need to support and expand homeless services, the State of Maryland is providing operating funds to supplement the federal ESG program funding. The State Fiscal Year 2017 funds eligible grantees are defined as General Units of Local Governments within the State of Maryland in non-entitlement areas, with the exception of services to unaccompanied homeless youth. General Units of Local Governments in both Entitlement and non-Entitlement Areas that provide services for unaccompanied homeless youth are eligible.

WHEREAS, the Local Governments may distribute all or any portion of such funding to Maryland nonprofit organizations providing services to homeless persons (the "**Nonprofit Recipients**");

WHEREAS, the Department may also distribute such funding directly to Maryland nonprofit organizations providing services to homeless persons (the "**Nonprofit Organizations**");

WHEREAS, Grantee submitted an application to the Department for Fiscal Year 2017 funding under the Program (the "**Application**"), and the Application describes certain activities which are eligible for funding under the Program;

WHEREAS, in reliance upon the statements, representations and certifications contained in the Application, the Department has approved a grant award to Grantee; and

WHEREAS, the provisions of the Act, the Regulations, and the Department's ESG Program Guide, as amended from time to time (the "**Guide**"), are hereby incorporated into this Agreement.

AGREEMENTS

IN CONSIDERATION of the Recitals (which are incorporated herein by reference) and other good and valuable considerations, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Department and Grantee agree as follows:

- 1) Grant; Grant Period; Department's Program Coordinator.
 - a) The Department shall provide Grantee grant funds in an amount not to exceed **One Hundred Twenty-Eight Thousand Three Hundred Seventy-One and 00/100 Dollars (\$128,371.00)** (the "**ESG Grant**"). Disbursement of the ESG Grant is subject to the availability and receipt of grant funds from HUD and the Department.
 - b) Grantee shall use the ESG Grant to carry out the approved activities described in the attached **Exhibit A** (the "**Local Project**"). Grantee certifies its activities are eligible activities as set forth in the Regulations. See 24 CFR 576.100 for a complete list of eligible activities.
 - c) The Grant period shall commence on October 1, 2016 and terminate on March 31, 2018 (the "**Grant Period**").
 - d) The Department designates the Project Manager to serve as the Department's program coordinator for this Agreement (the "**Project Manager**").
- 2) Grantee Matching Funds. Grantee hereby agrees to allocate and provide matching funds ("**Grantee's Matching Funds**") for the Local Project in an amount at least equal to 50% of the ESG Grant, pursuant to Section 8(f) of this Agreement.

3) Obligation and Expenditure of the ESG Grant.

- a) Grantee shall obligate the ESG Grant on or before 120 days following the commencement of the Grant Period.
 - i) Within the time frame set forth in Section 3(a) above, Grantee may obligate all or a portion of the ESG Grant to one or more Nonprofit Recipients that will perform the approved activities set forth in Exhibit A.
 - ii) For the purposes of this Section, the terms "obligate" and "expend" shall have the meaning set forth in the Regulations.
- b) All expenses related to approved activities which will be paid for with the proceeds of the ESG Grant or Grantee's Matching Funds must be incurred within 18 months following the commencement of the Grant Period.
- c) Any ESG Grant funds that have not been obligated in accordance with Section 3(a) of this Agreement or have not been expended in accordance with Section 3(b) of this Agreement shall be returned to the Department, and Grantee shall have no further rights with respect to such funds. The Department shall have the rights and remedies with respect to unobligated and unexpended funds as provided by Section 9 of this Agreement and the Regulations.

4) Applicability to Nonprofit Recipients.

- a) Where Grantee is a Local Government and the approved grant activity is to be performed by a Nonprofit Recipient, the provisions of this Agreement, the Act, and the Regulations shall be binding on such Nonprofit Recipient. This shall be accomplished by written agreement between Grantee and the Nonprofit Recipient that includes the provisions set forth in the attached Exhibit H (the "Subrecipient Agreement"). Where the term "Grantee" appears in this Agreement it shall be interpreted to include any Nonprofit Recipient. Grantee acknowledges and agrees that Grantee has the ultimate legal responsibility for ensuring compliance with the requirements of this Agreement, the Act, and the Regulations.
- b) If a Nonprofit Recipient engages in explicitly religious activities (including activities that involve overt religious content such as worship, religious instruction, or proselytization), the explicitly religious activities must be offered separately, in time or location, from the programs or activities supported by the ESG Grant and participation must be voluntary for the beneficiaries of the programs or activities that receive funds from the ESG Grant, in accordance with the principles set forth in 24 CFR §§ 576.406 and 5.109.

5) Disbursement.

- a) The ESG Grant may be disbursed to Grantee as reimbursement for expenditures by Grantee for the approved activities upon receipt by the Department of a completed

request for disbursement in the form attached as Exhibit C. A request for disbursement shall identify in detail all expenses incurred for which reimbursement is being sought, and shall have attached copies of the supporting invoices and other documentation of such expenses. A request for disbursement must be based on the actual expenses incurred by Grantee for approved grant activities and Grantee's actual cash disbursement for approved grant activities. **All requests for disbursement must be submitted to the Department on a quarterly basis.**

- b) The Department reserves the right not to disburse any ESG Grant funds if, in the Department's discretion:
 - i) Grantee has failed to supply a material fact in a request for disbursement;
 - ii) Grantee has failed to document or provide the requisite Grantee's Matching Funds or any portion thereof;
 - iii) Grantee's disbursement request, when combined with all prior disbursement requests, exceeds the total amount of the ESG Grant;
 - iv) Grantee has used any portion of the ESG Grant for uses or activities other than the Local Project, or in a manner inconsistent with the terms and conditions of this Agreement, the Act, and the Regulations; or
 - v) Grantee is in default under any other term or condition contained in this Agreement.
- 6) Records; HMIS Reporting Requirements; Inspections.
 - a) General Requirements of Records. Grantee shall maintain accurate financial records in a form acceptable to the Department of all transactions relating to the receipt and expenditure of the ESG Grant and Grantee's Matching Funds for the Local Project. Grantee shall provide the Program Coordinator with copies of any audits performed on Grantee's records by other entities. Grantee shall make these records, and its administrative offices, personnel, whether full-time, part-time, consultants or volunteers, who are involved in the Local Project available to the Department upon request.
 - b) Homeless Management Information Systems Reporting Requirements
 - i) Grantee is required to report Program progress and all activity that is assisted through the ESG Grant to a Homeless Management Information System ("HMIS") maintained and operated by the applicable continuum of care in Grantee's jurisdiction, in accordance with HUD's standards on participation, data collection, and reporting under a local HMIS.
 - ii) If Grantee or the Nonprofit Recipient is a victim service provider or a legal services provider, it may use a comparable database instead of HMIS that collects client-level data over time (i.e., longitudinal data) and generates unduplicated aggregate reports

based on the data. Information entered into a comparable database other than HMIS must not be entered directly into or provided to an HMIS.

- c) Inspection. All financial and programmatic records of the Grantee with respect to the ESG Grant shall be available for inspection by authorized personnel of the Department and agents of the federal government. The Grantee shall further permit the Department to perform program monitoring, evaluation and audit activities as determined to be necessary, at the discretion of the Department. The Department may conduct inspections of the Local Project at any time during the term of this Agreement.

7) General Covenants.

- a) Grantee shall comply with all applicable laws, regulations, terms, and conditions established by HUD, the Department and the State of Maryland with respect to the use of ESG Grant funds, including the making of a certification prohibiting the use of federal funds for lobbying in the form attached as Exhibit F.
- b) Grantee shall commence and diligently pursue completion of the Local Project in accordance with the schedule set forth in the Application which shall not exceed 18 months from the commencement of the Grant Period, unless otherwise agreed to in writing by the Department.
- c) Grantee must notify and obtain written approval of the Program Coordinator for any substantial change in the approved Local Project.
- d) Grantee shall establish a formal process, satisfactory to the Department, to address the termination of any assistance provided by the Local Project to an individual or family.
- e) Grantee shall establish a plan, satisfactory to the Department, to involve individuals and families who are occupants of a facility that is the subject of the Local Project, to the maximum extent practicable, in constructing, renovating, maintaining and operating the Local Project, including providing services to other occupants of the facility.

8) Grantee's Certifications. Grantee certifies to the Department that:

- a) If Grantee is a Local Government, a resolution or ordinance as may be required by local law has been introduced and adopted, passed or enacted as an official act of Grantee's governing body, authorizing the execution and delivery of this Agreement by Grantee, and authorizing and directing the person executing this Agreement to do so for and on behalf of Grantee;
- b) If Grantee is not a Local Government, this Agreement has been duly authorized, executed and delivered by Grantee in such manner and form as to comply with all applicable laws to make this Agreement the valid and legally binding act and agreement of Grantee;
- c) No person who is an employee, agent, consultant, officer, or elected or appointed official of Grantee and who exercises or has exercised any functions or responsibilities with

respect to activities assisted through the Grant funds, or 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 himself or herself, or for those with whom he or she has family or business ties, during his or her tenure or for one year thereafter.

- d) The representations, statements, certifications and other matters contained in the Application are and remain true and complete in all material respects;
- e) Grantee has or shall comply with all special conditions set forth in the attached Exhibit E;
- f) Grantee has provided Matching Funds of 50% of the ESG Grant to the Department's satisfaction.
- g) All federal, State and local government approvals, permits and reviews which may be required to begin and complete the Local Project have been obtained or Grantee has reasonable assurances that they will be obtained;
- h) Grantee certifies that all of the ESG Grant funds will be used for eligible Program activities as defined in § 576.100 of the Regulations;
- i) If Grantee is a Local Government, any portion of the ESG Grant which Grantee has given to a Nonprofit Recipient is being used and will continue to be used for eligible activities as set forth in Section 576.100 of the Regulations.
- j) Grantee will comply, and will ensure compliance by a Nonprofit Recipient to which it distributes any portion of the ESG Grant, with all of the requirements under 24 CFR 91 and 576, including but not limited to the following:
 - i) 24 CFR 576.102 concerning building standards and the continued use of buildings for which emergency shelter grants are used for rehabilitation or conversion of buildings for use as emergency shelters for the homeless; or when funds are used solely for operating costs or essential services.
 - ii) 24 CFR 576.407, other appropriate provisions of 24 CFR Part 576, and other applicable Federal laws concerning nondiscrimination and equal opportunity, and requiring affirmative outreach.
 - iii) 24 CFR 576.408 concerning minimizing the displacement of persons as a result of a project assisted with these funds, prohibiting temporary relocation, and relocation assistance for displaced persons.
 - iv) 24 CFR 576.102(b) concerning involuntary family separation.
 - v) 24 CFR 576.400(d) concerning centralized or coordinated assessment.

- vi) The Drug-Free Workplace Act of 1988 (41 U.S.C. 701, *et seq.*) and HUD's implementing regulations at 2 CFR part 2429, insofar as applicable to the Grantee and the Nonprofit Recipients.
 - vii) The requirements of 24 CFR 576.500 that grantees develop and implement written procedures to ensure the confidentiality of records pertaining to any individual provided family violence prevention or treatment services under any project assisted with ESG funds and that the address or location of any domestic violence, dating violence, sexual assault, or stalking shelter project will not be made public, except with written authorization of the person or persons responsible for the operation of such shelter.
 - viii) 24 CFR 576.405(c) concerning the involvement, to the maximum extent practicable, of homeless individuals and families in constructing, renovating, maintaining, and operating facilities assisted under the ESG program, and in providing services for occupants of these facilities.
 - ix) 24 CFR 576.407(d) concerning compliance with the provisions, regulations and procedures applicable with respect to the environmental review responsibilities under the National Environmental Policy Act of 1969 and related authorities as specified in 24 CFR Part 58.
- k) Grantee, and any Nonprofit Recipient to which it distributes any portion of the ESG Grant, will not carry out the following activities:
- i) Funding of renovation, major rehabilitation, or conversion of any building listed on the National Register of Historic Places; located in an historic district; immediately adjacent to a property listed on the National Register, or deemed to be eligible for inclusion on the National Register by the State Historic Preservation Officer.
 - ii) Funding of any renovation, major rehabilitation, or conversion of any building in a 100 year flood plain designated by map by the Federal Emergency Management Agency.
 - iii) Funding of any renovation, major rehabilitation, or conversion of any building which will jeopardize the continued existence of an endangered or threatened species designated by the U.S. Department of the Interior's Fish and Wildlife Service or by the U.S. Department of Commerce's National Maritime Fisheries Services, or affecting the critical habitat of such a species.
 - iv) Any activity that is inconsistent with HUD's environmental standards at 24 CFR Part 51 or with the State's Coastal Zone Management Plan.

9) Default, Repayment and Remedies.

- a) A default under this Agreement shall occur if:

- i) Grantee fails to obligate and expend the ESG Grant funds within the time frames set forth in Section 3 of this Agreement;
 - ii) There is any use of the ESG Grant by Grantee, or any Nonprofit Recipient, for any purpose other than authorized by the Act, the Regulations, any documents promulgated under the Regulations, this Agreement, and as specifically described in the Local Project description attached as Exhibit A;
 - iii) Grantee has not provided Grantee's Matching Funds in an amount at least 50% of the amount of ESG Grant; or
 - iv) There is a breach of any covenant, agreement, provision, representation, warranty or certification of Grantee which was made in this Agreement or the Application.
- b) Upon the occurrence of any default, the Department shall have the right to terminate this Agreement by notice to Grantee, subject to the provisions of Section 9(c) of this Agreement. Pursuant to Section 5(b) of this Agreement, upon default the Department may withhold the disbursement of any ESG Grant funds. If a default described in Section 9(a) (i) of this Agreement occurs, the Department may demand the immediate repayment from Grantee, and Grantee shall immediately repay to the Department any ESG Grant funds not obligated or expended within the time frames set forth in Section 3 of this Agreement.
- c) Except in the case of a default under Section 9(a)(i) of this Agreement, Grantee shall have 30 days from the date the Department's notice was postmarked to cure the default, unless HUD requests the repayment of any ESG Grant funds, in which case Grantee shall immediately return the ESG Grant funds to the Department. If HUD has not requested repayment and, after the conclusion of the 30 day period Grantee has not cured the default to the satisfaction of the Department, the Department may terminate this Agreement.
- d) In the event of termination of the Agreement:
- i) Grantee's authority to request a disbursement shall cease and Grantee shall have no right, title or interest in or to any of the ESG Grant funds not disbursed; and
 - ii) The Department may demand the immediate repayment of all or a portion of the ESG Grant which has been disbursed.
- e) The Department's remedies may be exercised contemporaneously, and all of such rights shall survive any termination of this Agreement.
- f) If a default occurs, the Department may at any time proceed to protect and enforce all rights available to the Department under the Regulations, the Act, at law or in equity, or by any other appropriate proceedings, which rights and remedies shall survive the termination of this Agreement. Furthermore, no failure or delay of the Department to

exercise any right, power or remedy consequent upon a default shall constitute a waiver of any such term, condition, covenant, certification or agreement or of any such default or preclude the Department from exercising any such right, power or remedy at any later time or times.

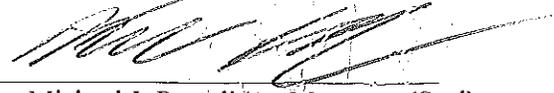
- 10) Indemnification. To the extent permitted by the laws of the State of Maryland, and subject to appropriations as well as the notice requirements and damages limitations stated in the Local Government Tort Claims Act, Md. Code Ann., Cts. & Jud. Proc. § 5-301, et seq. (2013 Repl. Vol.) (the “**LGTC**A”) and Md. Code Ann., Cts. & Jud. Proc. §§5-509 and 5-5A-02 (2013 Repl. Vol.), all as amended from time to time, and except in the event of the Department’s negligence or willful misconduct or the negligence or willful misconduct of Department’s officers, agents, employees, successors and assigns, Grantee shall indemnify and hold harmless, the Department, its officers, agents, employees, successors and assigns against liability for any suits, actions or claims of any character arising from or relating to the performance by Grantee (or its officers, agents, employees, successors or assigns) of any of its rights or obligations under this Agreement.
- 11) Notices. All notices, requests, approvals and consents of any kind made pursuant to this Agreement shall be in writing. Any such communication, unless otherwise specified, shall be deemed effective as of the date it is mailed, postage prepaid, addressed as follows:
 - a) Communications to the Department shall be mailed to: ESG Program Manager, Division of Neighborhood Revitalization, Department of Housing and Community Development, 7800 Harkins Rd, Lanham, MD 20706.
 - b) Communications to Grantee shall be mailed to the person designated by Grantee whose name and address are provided on Grantee’s contact information form attached hereto as **Exhibit G**.
- 12) Amendment. This Agreement or any part hereof, may be amended from time to time only by a written instrument executed by both of the parties.
- 13) Assignment. This Agreement may not be assigned without the prior written approval of The Department.
- 14) Governing Law. This Agreement shall be construed, interpreted and enforced in accordance with the laws of the State of Maryland.
- 15) Term of Agreement. Unless sooner terminated pursuant to Section 9 of this Agreement or by the mutual consent of Grantee and the Department, the term of this Agreement shall be from the date of execution of this Agreement by the Department (the “**Effective Date**”) until the proceeds of the ESG Grant have been either disbursed or returned to the Department, all reports and records due by Grantee to the Department have been received and approved by the Department, and there has been a final settlement and conclusion between the Department and Grantee of all issues arising out of the ESG Grant.

WITNESS the hands and seals of the parties.

WITNESS/ATTEST:

GRANTEE: City of Annapolis

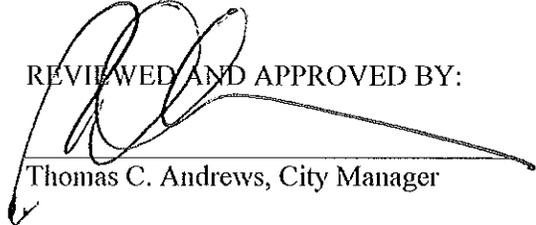

Regina C. Watkins-Eldridge, MMC,
City Clerk

By: 
Michael J. Pantelides, Mayor (Seal)

APPROVED FOR FINANCIAL SUFFICIENCY:

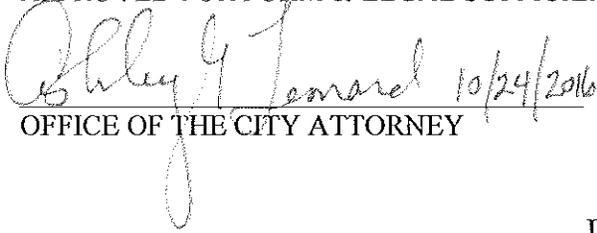
REVIEWED AND APPROVED BY:

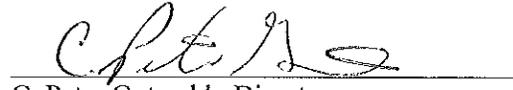

Bruce T. Miller, Director
Finance Department


Thomas C. Andrews, City Manager

APPROVED FOR FORM & LEGAL SUFFICIENCY:

REVIEWED AND APPROVED BY:


OFFICE OF THE CITY ATTORNEY


C. Peter Gutwald, Director
Department of Planning and Zoning

DEPARTMENT OF HOUSING
AND COMMUNITY DEVELOPMENT, a
principal department of the State of Maryland

Witness Signature

By: _____
Kenneth C. Holt
Secretary

Date Executed on behalf of Department

Approved for form and legal sufficiency
by Assistant Attorney General

Attachments

- Exhibit A - Local Project Description
- Exhibit B - N/A
- Exhibit C - Request for Disbursement
- Exhibit D - N/A
- Exhibit E - Special Conditions
- Exhibit F - Certification Prohibiting the Use of Federal Funds for Lobbying
- Exhibit G - Grantee's Contact Information
- Exhibit H - Subrecipient Agreement
- Exhibit I - Nonprofit Recipient Certifications

Exhibit A - FFY 16
 Grantee: City of Annapolis

Total ESG Award: \$128,371.00
 ESG State Award: \$78,494.00
 ESG Federal Award: \$49,877.00

The Light House Inc.		Total Per Activity
Street Outreach		
Federal		\$0.00
State		\$0.00
	\$0.00	\$0.00
Emergency Shelter		
Federal	\$29,640.00	\$29,640.00
State	\$46,644.00	\$46,644.00
	\$76,284.00	\$76,284.00
Homelessness Prevention		
Federal		\$0.00
State		\$0.00
	\$0.00	\$0.00
Rapid Re-Housing		
Federal	\$16,352.00	\$16,352.00
State	\$25,735.00	\$25,735.00
	\$42,087.00	\$42,087.00
HMIS		
Federal	\$3,885.00	\$3,885.00
State	\$6,115.00	\$6,115.00
	\$10,000.00	\$10,000.00
Administrative		
Federal		\$0.00
State		\$0.00
	\$0.00	\$0.00
		Grand Totals
Total Federal Award	\$49,877.00	\$49,877.00
Total State Award	\$78,494.00	\$78,494.00
Total Per Provider	\$128,371.00	\$128,371.00

Federal Fiscal Year 2016 / State Fiscal Year 2017 Emergency Solutions Grant

Grantee: Annapolis, City of
 Provider: The Light House, Inc.

Grantee Federal ID:

Street Outreach	Emergency Shelter	Homelessness Prevention	Rapid Re-Housing	HMIS	Admin	Total
Original Award:	\$0.00	\$76,284.00	\$0.00	\$42,087.00	\$10,000.00	\$128,371.00
Request 1 (Oct - Dec. 2016)	<i>Submit by: January 17, 2017</i>					
Request 2 (Jan. - Mar. 2017)	<i>Submit by: April 17, 2017</i>					
Request 3 (April - June 2017)	<i>Submit by: July 17, 2017</i>					
Request 4 (July - Sept. 2017)	<i>Submit by: October 16, 2017</i>					
Request 5 (Oct. - Dec. 2017)	<i>Submit by: January 16, 2018</i>					
Request 6 (Jan. - Mar. 2018)	<i>Submit by: April 16, 2018</i>					
Remaining:	\$0.00	\$76,284.00	\$0.00	\$42,087.00	\$10,000.00	\$128,371.00

Total Award: \$128,371.00 Total Remaining: \$128,371.00

Source Amount

Matching Funds:

Total: \$0.00 (should meet / exceed 50% of request)

REQUEST FOR DISBURSEMENT CERTIFICATIONS

I certify:

1. That the representations, certifications, and other materials contained in the Application, Certifications and Grant Agreement are and remain true and complete as of the date of this request;
2. That this request for disbursement is for eligible project/activity costs authorized under the Emergency Solutions Grant Program; and
3. That valid supporting invoices and other documentation are attached to this request, including evidence of Grantee's Matching Funds.
4. That financial and programmatic records in connection with the Grant are maintained on site and are available for inspection by DHCD.

Date _____ *Signature of Grantee's Designated ESG Contact*

Name of Contact _____ *Title of Contact*

Address

Phone _____ *E-mail*

DHCD USE ONLY

Amount Authorized for Funding: \$ _____

ESG DIRECTOR/ASSISTANT APPROVAL _____ *DATE*



**EMERGENCY SOLUTIONS GRANTS PROGRAM – FFY 2017
SPECIAL CONDITIONS**

Grantee's Emergency Solution Grants Program grant has been approved with the following conditions [if none, so state]: **NONE**



**EMERGENCY SOLUTIONS GRANTS PROGRAM – FFY 2017
CERTIFICATION PROHIBITING THE USE OF FEDERAL FUNDS
FOR LOBBYING**

Grantee hereby certifies that to the best of its knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the State, 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 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.
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 officer or employee of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the State shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The State shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all **subrecipients [Nonprofit Organizations or Nonprofit Organizations]** shall certify and disclose accordingly.

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. Code. Any persons who fail 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 failure.

By: *Ariana Wellman*
Signature of Grantee's Authorized and Designated ESG Contact

10/13/2016
Date

EXHIBIT G

**EMERGENCY SOLUTIONS GRANTS PROGRAM – FFY 2017
GRANTEE CONTACT INFORMATION (LOCAL GOVERNMENT)**

Name of Grantee: **CITY OF ANNAPOLIS**

Contact: Theresa C. Wellman

Contact's Title: * Community Development Administrator

* This person is authorized to execute Request for Disbursement Certifications

Mailing Address: Department of Planning and Zoning 145 Gorman Street 3rd Fl

Annapolis MD 21403

Phone: 410-263-7961 X 7798

Fax: 410-263-1120

E-mail: tcw@annapolis.gov

Other information that may facilitate communication:

NOTE: THIS FORM IS INTENDED TO BE CONTINUING IN NATURE. IF THE GRANTEE DESIGNATES A NEW PERSON AS ITS ESG CONTACT OR IF ANY OF THE CONTACT INFORMATION SHOULD CHANGE, A REVISED EXHIBIT G SHOULD BE SUBMITTED AS SOON AS POSSIBLE VIA MAIL TO DHCD/NR/ESG, 7800 Harkins Road, Lanham, Maryland 20706 OR VIA FAX TO 410-558-6527 OR VIA EMAIL TO NR-ESG.DHCD@MARYLAND.GOV

EXHIBIT H

EMERGENCY SOLUTIONS GRANTS PROGRAM
HOMELESS SERVICES SUBRECIPIENT AGREEMENT
FEDERAL FISCAL YEAR 2017

THIS AGREEMENT is made this ____ day of _____, 201__ by and between _____, a non-profit tax-exempt organization incorporated under the laws of the _____ (hereinafter referred to as "Subrecipient") and City of Annapolis, a municipal corporation of the State of Maryland (hereinafter called the "Grantee").

EXPLANATORY STATEMENT

WHEREAS, the Emergency Solutions Grants program ("ESG"), formerly known as the Emergency Shelter Grants program, was established under the Homeless Housing Act of 1986, as part of the United States Department of Housing and Urban Development ("HUD") Independent Agencies Appropriations Act, 1987, enacted as Public Law 99-591, and was modified and amended by (i) Public Law 100-77, the Stewart B. McKinney Homeless Assistance Act, (ii) Public Law 100-628, the Stewart B. McKinney Homeless Assistance Amendments Act of 1988, (iii) the Housing and Community Development Act of 1992, and (iv) the Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009 ("HEARTH Act") (hereinafter referred to collectively as the "Act");

WHEREAS, pursuant to an agreement between the Maryland Department of Housing and Community Development (hereinafter referred as "DHCD") and HUD, DHCD is entitled to receive certain funds from HUD which DHCD may distribute to units of general local government within the State of Maryland in accordance with the provisions of the Act and regulations set forth in 24 CFR Part 576, as amended from time to time; and

WHEREAS, DHCD has awarded Grantee a **One Hundred Twenty-Eight Thousand Three Hundred Seventy-One and 00/100 Dollars (\$128,371.00)** ESG grant for the period October 1, 2016 through March 31, 2018. The ESG program provides funding to: (1) engage homeless individuals and families living on the street; (2) provide maintenance, operations, and services through emergency shelters for homeless individuals and families; (3) rapidly re-house homeless individuals and families, (4) prevent families/individuals from becoming homeless, ; and (5) collect information on services provided to clients through a Homeless Management Information Systems (HMIS) or comparable database; and

WHEREAS, Grantee has agreed to comply with the requirements of the ESG Program as set forth in its ESG Grant Agreement with DHCD, has designated Subrecipient to provide homeless services according to the ESG application Grantee submitted to DHCD, and has allocated some or all of its ESG award to Subrecipient for that purpose.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement and intending to be legally bound, the parties agree as follows:

1. Grantee shall faithfully perform and certify the operation of the "Project" as outlined in the ESG Grant Agreement with DHCD, Contract No. _____ (hereinafter the "Contract").
2. Grantee, as recipient of grant funds, shall reimburse Subrecipient quarterly in an amount equal to the actual expenses incurred for approved grant activities as certified to Grantee by Subrecipient using the Request for Disbursement Form attached to the Contract as Exhibit C. Receipt of the ESG funds from DHCD is a condition precedent to the Grantee's reimbursement obligation as set forth in this paragraph.
3. Subrecipient shall maintain accurate financial records and prepare and certify all reports required by the Contract. Reports will be provided to Grantee's ESG Contact set forth in paragraph 6 of this Agreement for approval and forwarding to DHCD.
4. Subrecipient shall adhere to all HMIS reporting requirements for all activities assisted under the ESG Grant, in accordance with HUD's standards on participation, data collection, and reporting under a local HMIS or a comparable database. The following HMIS Reporting requirements should be followed:

The HMIS is an information system designed to comply with HUD's data collection, management, and reporting standards and used to collect client-level data and data on the provision of housing and services to homeless individuals and families and persons at risk of homelessness. All activities assisted under ESG must be entered into the applicable community-wide HMIS in the area in which those persons and activities are located in accordance with HUD's standards on participation, data collection, and reporting under a local HMIS.

Subrecipients of ESG funding, with the exception of victim service providers and legal services providers, are required to collect and report universal and ESG program specific data elements as specified in the HMIS Data Standards Manual as specified in the most recent version of HUD's HMIS data standards.

Victim service providers and legal services providers may use a comparable database instead of HMIS that collects client-level data over time (i.e., longitudinal data) and generates unduplicated aggregate reports based on the data. Information entered into a

comparable database by these providers must not be entered directly into or provided to an HMIS.

The Recipient will monitor all subrecipients of ESG funding at least quarterly to ensure a minimum standard of data quality is maintained. On timeliness of data entry, subrecipients are expected to ensure that all universal and ESG project specific data elements are entered into HMIS no more than five business days from the date of service transaction (date of data collection). On completeness of data entered, subrecipients are expected to ensure missing information does not exceed 5 percent for all HUD Universal and Project-Specific Data Elements for all clients served. On accuracy of data entered, subrecipients are expected to ensure that 95 percent of data entered into an HMIS reflects what clients are reporting.

5. Subrecipient agrees to hold Grantee harmless and to indemnify Grantee against all claims, suits and actions arising out of any of Subrecipient's duties and obligations under this Agreement. In addition, the parties agree that Subrecipient shall act as an independent contractor for the purposes of fulfilling its duties and obligations under this Agreement.

6. Subrecipient shall be subject to the same terms and conditions applicable to the Grantee as contained in the Contract between the Grantee and DHCD. Should a conflict arise during the performance of administration of the project between this Agreement and the Contract the terms of the Contract shall prevail.

7. Subrecipient acknowledges that the Grantee has designated Theresa C. Wellman whose title and address are Community Development Administrator, 145 Gorman Street, Annapolis MD 21401 to administer the Contract (pursuant to the "Grantee Contact Information" form attached to the Contract as Exhibit G). This designation may be revised from time to time by Grantee by written notice to Subrecipient.

8. Subrecipient shall arrange for and provide satisfactory evidence of all matching funds to the operating budget as may be required under the Contract.

9. Any modifications to the Homeless Services operations as described in this Agreement, which are mutually agreed upon by the Grantee and the Subrecipient, may be incorporated in this Agreement by a written letter amendment.

10. Subrecipient shall permit authorized representatives of DHCD to inspect and audit all data and records of Subrecipient relating to its performance under this Agreement.

11. In performance of its obligations under the Agreement, Subrecipient, its agents, employees and assigns, shall comply with all applicable State and federal laws and requirements.

12. The following provisions regarding equal employment opportunity shall apply:

A. Subrecipient shall comply with the requirements of Section 13-219 of the State Finance and Procurement Article of the Annotated Code of Maryland, and its amendments, and any executive order barring discrimination; further, in accordance with these requirements Subrecipient shall not discriminate in any manner against any employee or applicant for employment because of political or religious opinion or affiliation, race, creed, color, sex, sexual orientation and gender identity, or national origin. Subrecipient will take affirmative action to insure that applicants are employed and employees are treated fairly during employment without regard to their political or religious opinion or affiliation, race, creed, color, sex, sexual orientation and gender identity or national origin. Such action shall include, but not be limited to the following: employment, promotion, demotion, transfer, recruitment, or recruitment advertising, furloughs or terminations, rates of pay or other forms of compensation, and selection for training, including apprenticeships. Subrecipient shall post in a conspicuous place, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

B. Subrecipient shall, in all solicitations or advertisements for employees placed by or on behalf of Subrecipient, state that all qualified applicants will receive consideration for employment without regard to political or religious opinion or affiliation, race, creed, color, sex, sexual orientation and gender identity, or national origin.

C. Subrecipient shall permit access to its books, records and accounts by Grantee for purposes of investigation to ascertain compliance with this Article.

D. If Subrecipient fails to comply with the nondiscrimination clauses of this Agreement, this Agreement may be canceled in whole or in part by written notice from Grantee and Subrecipient may be declared ineligible for further agreements with Grantee. Subrecipient shall include the provisions of the foregoing paragraphs in every subcontract or purchase order so that such provision will be binding upon each subcontractor or vendor. Subrecipient shall take such action with respect to any subcontract or purchase order as Grantee may direct as means of enforcing such provisions including sanctions for noncompliance; provided, however, that if Subrecipient becomes involved in or is threatened with litigation with the subcontractor or vendor as a result of such direction by Grantee, Subrecipient may request that Grantee participate in the litigation to protect Grantee's interests.

13. The following provision regarding religious organizations operating the ESG program shall apply: No portion of the grant proceeds may be used for the furtherance of sectarian religious instruction or in connection with the design, construction, or acquisition of any building used or to be used as a place of sectarian religious worship or instruction, or in connection with any program or department of divinity for any religious denomination.

14. If Subrecipient is, or may be deemed to be, a religious or denominational institution or organization or an organization operated for religious purposes which is supervised or controlled by or in connection with a religious or denominational institution or organization; and provides essential services and operational costs to individuals and families who are in an emergency shelter, in accordance with 576.102, then Subrecipient agrees to the following in connection with such essential services and operational costs.

- a. It will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion;
- b. It will not discriminate against any person seeking emergency shelter and related services on the basis of religion and will not limit such services or give preference to persons on the basis of religion;
- c. It will provide no religious instruction or counseling, conduct no religious

workshop or services, engage in no religious proselytizing, and exert no other religious influence in the provision of services or the use of facilities or furnishings assisted in any way under this agreement.

15. In accordance with the guidelines of the ESG, no officer, member or employee of the Grantee, or other local public agencies which exercise any functions or responsibilities in review or approval of the undertaking or carrying out of this Agreement, shall have any personal interest, direct or indirect, apart from his or her official duties, in this Agreement or its proceeds.

16. This Agreement contains the entire understanding and obligations of the parties and supersedes all prior representations, understandings, and communications. Furthermore, this Agreement shall not be construed to imply that Grantee will pay for any expenses incurred by Subrecipient as provided above and beyond the period ending March 31, 2018.

WITNESS the hands and seals of the parties hereto, with the specific intention of creating a document under seal.

Grantee:

Regina C. Watkins-Eldridge
Regina C. Watkins-Eldridge, MMC
City Clerk

By: Michael J. Pantelides
Michael J. Pantelides, Mayor (Seal)

APPROVED FOR FINANCIAL SUFFICIENCY:

Bruce T. Miller
Bruce T. Miller, Director
Finance Department

REVIEWED AND APPROVED BY:

Thomas C. Andrews
Thomas C. Andrews, City Manager

REVIEWED AND APPROVED BY:

C. Peter Gutwald
C. Peter Gutwald, Director
Department of Planning and Zoning

APPROVED FOR FORM AND LEGAL SUFFICIENCY:

Christopher Leonard 10/24/2016
OFFICE OF THE CITY ATTORNEY

WITNESS:

The Light House, Inc.
(Subrecipient)

Abbie Jones

By: Robert Krause {SEAL}
(Signature)

Executive Director
(Title)

EXHIBIT I

CERTIFICATION WITH RESPECT TO NON-PROFIT RECIPIENTS ("NPR")

The undersigned certifies that:

- (1) Grantee has examined executed originals or certified copies of the NPR's articles of incorporation and by-laws or articles of organization and operating agreement, and any amendments thereto, authorizing resolutions and good standing certificate.
- (2) Grantee has verified that the NPR is duly organized, validly existing and in good standing under the laws of the state of Maryland. The NPR has all requisite power and authority and all governmental certificates of authority, licenses, permits and qualifications to carry out the Local Project on Grantee's behalf and in accordance with the terms and conditions of the Grant Agreement.
- (3) Based on Grantee's knowledge and inquiry of the NPR, there is no litigation or investigation pending or threatened, or any judgment or order entered against the NPR or its assets at law or equity by or before any governmental instrumentality or agency having jurisdiction over the NPR.

This certification is a material representation of fact upon which reliance was placed when the Grant Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into the Grant.

GRANTEE

By: Theresa C. Wellman (SEAL)
Name: Theresa C. Wellman
Title: Community Development Administrator

10/21/2016
Date