

**GRANT BRIEFING DOCUMENT**

GA-24-16

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 Sign application certification

Grant title: Emergency Solutions Grant

Grantor: Maryland Department of Housing and Community Developm Amount: \$ 116,654

**Attestation:**

- Match is *not* required.
- Match is required. Match will be met in the form of <sup>1</sup> Previously awarded Community Grants, CDBG grant, County Grant and the Light House

I attest that this asset has been approved/appropriated in <sup>2</sup> \_\_\_\_\_

Department Director signature

Dept

Date

Routing

Initials

Date

Comments

In Out

<input checked="" type="checkbox"/> originating Dept Director	<u>GW</u>	<u>12/9/15</u>	<u>12/9/15</u>	
<input checked="" type="checkbox"/> Grants Coordinator	<u>NJP</u>	<u>12/10</u>	<u>12/10</u>	<u>to law; then Finance</u>
<input checked="" type="checkbox"/> Finance Director				
<input checked="" type="checkbox"/> City Attorney	<u>OyL</u>	<u>12/14</u>	<u>12/14</u>	<u>to Finance</u>
<input checked="" type="checkbox"/> City Manager				
<input checked="" type="checkbox"/> Mayor				
<input checked="" type="checkbox"/> City Clerk				
<input checked="" type="checkbox"/> Finance Committee				
<input checked="" type="checkbox"/> Finance Dept				

**Return to Originating Department**



Grant Title Emergency Solutions Grant

Grant Award (\$) 116,654.00

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	46,305.71	60,348.29		107,000.00	213,654.00	
HMIS		10,000.00		10,000.00	20,000.00	
other (fill-in)					0.00	
other (fill-in)					0.00	
other (fill-in)					0.00	
other (fill-in)					0.00	
<b>Total</b>	<b>46,305.71</b>	<b>70,348.29</b>	<b>0.00</b>	<b>117,000.00</b>	<b>233,654.00</b>	

TOTAL EXPENDITURES\*: **233,654.00**

\* 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 <sup>(1)</sup> Community Grant, County Grant and Light House funds

I attest that this asset has been approved/appropriated in <sup>(2)</sup> FY 2016 General Fund

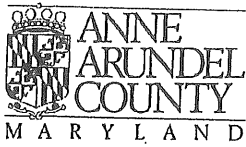
  
Department Director Signature/Date

\_\_\_\_\_  
Department

COMMENTS: Local match comes from county

(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.



County Executive Steven R. Schuh

Arundel Center  
44 Calvert Street; Suite 400  
Annapolis, MD 21401

July 28, 2015

Ms. Elizabeth Kinney  
*The Light House, Inc.*  
10 Hudson Street  
Annapolis, MD 21401

Dear Ms. Kinney,

The County Executive has authorized a fiscal year 2016 grant of \$50,000 to your organization. Find enclosed two identical Grant Agreements for review and signature. Both signed agreements (printed name, title, dated), with properly original witnessed signature, an up-to-date copy of your current organization's Good Standing Status from the Maryland Department of Assessments and Taxation (a SDAT paid Certificate is not required), a copy of the insurance certificate required, and an invoice of the first installment of the grant awarded must be returned to my attention, at the Arundel Center, 44 Calvert Street, Suite 400 (MS1400), Annapolis, Maryland 21401, no later than *Tuesday, August 11*, to prevent any additional delays in the processing of this award.

Your insurance agent should be able to provide you with the type of insurance required in your grant agreement, which shall be maintained while the agreement is in effect. The County must be shown as a Certificate Holder. (The Certificate Holder shall contain the following statement: "*Anne Arundel County, Maryland, its Officers, Agents and Employees -Office of the County Executive. P. O. Box 2700, Annapolis, MD. 21404.*" If you cannot submit a certificate of liability insurance with *complete evidence of the insurance required*, send immediately an e-mail to your Grants Administrator and include a description of the circumstances showing why compliance is not possible. You will receive further instructions.

Please call me at 410-222-1879 or e-mail me at [excasa01@aacounty.org](mailto:excasa01@aacounty.org) should you have any questions.

Sincerely,

A handwritten signature in cursive script that reads "Maria M. Casasco".

Maria M. Casasco  
Community Support & LDC Grants  
Grants Administrator

Check list before you return both grant agreements & required documents:

- Signature, printed name, title, date, witnessed signature in both agreements
- Up to Date Good Standing Status
- Certificate of Liability Insurance required
- Invoice requesting first installment of the award



## UNITED WAY OF CENTRAL MARYLAND FY2016 COMMUNITY OPERATING GRANT AGREEMENT

UNITED WAY OF CENTRAL MARYLAND, INC. (UWCM) and THE LIGHT HOUSE: SHELTER OPERATIONS (AGENCY) are parties to this Agreement dated May 14, 2015 (the "Agreement"), which describes their relationship as autonomous entities with the shared goal of focusing on the health and human service needs of the Central Maryland community.

### A. TERM:

This Agreement shall commence on July 1, 2015, and conclude on June 30, 2016 (the "Term").

### B. FUNDING:

1. Financial support from UWCM during the Term will be in the total amount of \$30,000.00 (the "Grant").
2. The Grant shall be used to fund operating expenses incurred by the Agency during the Term in support of the programs of the Agency described in its application for the Grant and as reflected on a budget to be submitted by the Agency to UWCM.
3. The Grant will be paid to the Agency on a quarterly basis, in equal distributions. This Grant is separate from any other financial support that may be provided to the Agency by UWCM and from donor-designated gifts the Agency might receive through UWCM or any other United Way.
4. The final budget for the use of the Grant is subject to approval by UWCM Staff.
5. Any portion of the Grant not expended by the end of the term, or the earlier termination of this Agreement under Section G, shall be returned to UWCM.
6. Full funding under this Agreement is anticipated in good faith but is contingent upon UWCM's ability to raise and collect money successfully through its annual fundraising campaign.

### C. THE AGENCY AGREES TO:

1. Comply with legal, licensing and reporting requirements to maintain federal income tax exemption.
2. Make available upon request the Agency's most recently-filed IRS Form 990, as well as an annual audit or review by an independent certified public accountant in



Amy McPherson &lt;amcpherson@accountingforchange.com&gt;

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**Fwd: Carol M Jacobsohn Foundation**

1 message

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**Pam Siemer** <psiemer@annapolislighthouse.org>

To: Amy Mc Pherson &lt;amcpherson@annapolislighthouse.org&gt;, Elizabeth Kinney &lt;ekinney@annapolislighthouse.org&gt;

Wed, May 27, 2015 at 9:02 AM

Pam Siemer  
859 433-4041  
Siemerp@mac.com

Begin forwarded message:

**From:** "Henry N. Libby" <hnlubby@verizon.net>  
**Date:** May 27, 2015 at 8:58:25 AM EDT  
**To:** Pam Siemer <psiemer@annapolislighthouse.org>  
**Subject:** Re: Carol M Jacobsohn Foundation

Pam:

The Carol M. Jacobsohn Foundation will be making a grant to The Light House in the approximate amount of \$25,000 in September or October.  
Hank

On May 26, 2015, at 3:46 PM, Pam Siemer <psiemer@annapolislighthouse.org> wrote:

Hi Hank

Great talking with you today. Sorry you and Ellen cannot make the gala in June. ☹

Thank you for your continued support of The Light House. I checked our records as well because I thought I remembered receiving the gifts from the Foundation in the spring (and I am clearly losing my memory and mind ☺) so I wanted to double check. We have been fortunate to receive gifts from the Foundation in April, May and June of the past several years. This past October, we received the generous \$5,000 gift you made to The Light House for the special workforce development project.

Our trusty director of finance has advised me that my say-so from our conversation is not enough to make the auditors happy. If you have a moment and are willing to email me a quick note that the Foundation is again going to fund The Light House at an anticipated amount, I will remain in good stead with all persons here in the finance world. I apologize for any inconvenience that might cause you. Please know how very much we appreciate you and all that the Carol M Jacobsohn fund does for The Light House and our community.

With much appreciation,



Board Member  
Pledge Form for FY '16

I wish to make a pledge of \$ 25,000 for FY '16 (7/1/15 - 6/30/16) to the Light House to be used for general operations.

I understand that my pledge must be completed prior to the end of FY '16.

I will be making the gift in the following manner:

Check (enclosed or anticipated date) DEC 31<sup>ST</sup>, 2016  
 Credit card # \_\_\_\_\_ exp date: \_\_\_\_\_

Additional comments/instructions:

Signed:

Theresa K. Husman

Board Member Donor

9/1/15

Date

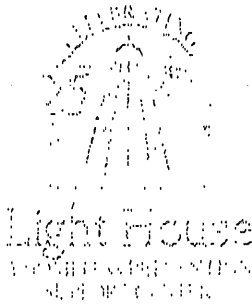
The Light House is recognized as tax exempt under section 501 (C) (3) of the Internal Revenue Code. No goods or services were provided for this tax deductible contribution. A copy of Light House documents submitted to the State of Maryland under the Maryland Solicitations Act is available from the Office of the Secretary of State for the cost of copying and postage. *The Light House Inc. has been recognized by the Standards of Excellence Institute as having met all the requirements for the Standards of Excellence Basics.*

For Office Use:

Received: date \_\_\_\_\_

Recorded: date \_\_\_\_\_

By: name \_\_\_\_\_



Board Member  
Pledge Form for FY '16

I wish to make a pledge of \$25,000 for FY '16 (7/1/15 - 6/30/16) to the Light House to be used for general operations.

I understand that my pledge must be completed prior to the end of FY '16.

I will be making the gift in the following manner:

Check (enclosed or anticipated date) Dec 31st, 2016  
\_\_\_\_ Credit card # \_\_\_\_\_ exp date: \_\_\_\_\_

Additional comments/instructions:

Signed:

[Signature]  
Board Member Donor

07/11/15  
Date

The Light House is recognized as tax exempt under section 501 (C) (3) of the Internal Revenue Code. No goods or services were provided for this tax deductible contribution. A copy of Light House documents submitted to the State of Maryland under the Maryland Solicitations Act is available from the Office of the Secretary of State for the cost of copying and postage. *The Light House Inc. has been recognized by the Standards of Excellence Institute as having met all the requirements for the Standards of Excellence Basics.*

For Office Use:  
Received: date \_\_\_\_\_  
Recorded: date \_\_\_\_\_  
By: name \_\_\_\_\_



Michael Pantelides, Mayor  
160 Duke of Gloucester Street  
Annapolis, MD 21401-2517

June 19, 2015

Ms. Elizabeth Kinney  
Executive Director  
Light House Shelter  
10 Hudson Street  
Annapolis, MD 21401

Dear Ms. Kinney:

I am pleased to inform you that the City will allocate \$18,681 of its FY 2016 Community Development Block Grant (CDBG) to the Light House Shelter for construction of four units of permanent supportive housing, and \$6,500 for case management services as described at the Housing and Community Development Committee's public hearing on March 2, 2015 and approved by the City Council.

Community development staff of the Department of Planning and Zoning staff will contact you to schedule a CDBG program orientation. Please bear in mind that your program cannot commence before the City executes the agreement. If you have any questions, the staff contact is Theresa Wellman, Community Development Administrator at 410-263-7961 X 7798.

I congratulate your organization for your commitment to serving the needs of our residents.

Sincerely,

*Michael Pantelides*

Michael J. Pantelides  
Mayor



## 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 politic and corporate 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 2016 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 homeless unaccompanied youth. General Units of Local Governments in both Entitlement and non-Entitlement Areas that provide services for Homeless Unaccompanied 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 2016 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 and Sixteen Thousand Six Hundred and Fifty-Four and 00/100 Dollars (\$116,654.00)** (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 approval of these activities under the requirements of 24 CFR 576.25(b) (2).
  - c) The Grant period shall commence on October 1, 2015 and terminate on July 22, 2017 (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 the amount of the ESG funds granted by HUD (the "ESG Federal 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 24 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. 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 in the form attached as Exhibit H (the "Sub-recipient Agreement"). If the Nonprofit Recipient is primarily a religious organization which will be providing essential services or certain operational activities as described in Section 576.21(a)(2) and (3) of the Regulations, such written agreement also shall contain the provisions set forth in the attached Exhibit B. 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.

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 at a minimum of 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, the Regulations or the Manual; or
  - v) Grantee is in default under any other term or condition contained in this Agreement.

6) Records; HMIS Reporting Requirements; Certificates of Use; 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 and through a Statewide Homeless Data Warehouse, in accordance with HUD's standards on participation, data collection, and reporting under a local HMIS and as set forth in the attached Exhibit D.
  - ii) If Grantee or the Nonprofit Recipient is a victim service provider or a legal services provider, it may use a comparable database 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 must not be entered directly into or provided to an HMIS.

c) Certificates of Use.

i) On or before the dates set forth below, when all or a portion of the ESG Grant funds are being used for eligible Program activities other than essential case management and client services or shelter maintenance and operating costs, Grantee shall certify in writing to the Program Coordinator that the Local Project is being maintained as an emergency shelter for the homeless in a manner consistent with the Application and pursuant to the provisions of this Agreement, the Act, and the Regulations (the "Certificate of Use").

ii) Except as set forth in Sections 6(c) (iii) and 6(c) (iv) of this Agreement, a Certificate of Use shall be submitted annually, on the same date that the initial Certificate of Use was submitted, up to and including the third (3<sup>rd</sup>) year of operation of the Local Project.

iii) If any portion of the ESG Grant is used for major rehabilitation or conversion of the "building," as defined in the Regulations, Grantee shall submit a Certificate of Use annually, on the same date that the initial certificate was submitted, up to and including the tenth (10<sup>th</sup>) year of operation of the Local Project.

iv) A Certificate of Use shall not be required for any portion of the ESG Grant which is used in accordance with this Agreement for essential case management and client services or shelter maintenance and operating costs.

v) The 3 and 10-year periods referred to in Sections 6(c)(ii) and 6(c)(iii) of this Agreement shall commence:

(1) in the case of a building that was not operated as an emergency shelter for the homeless before receipt of the ESG Grant, on the date of initial occupancy as a shelter for the homeless; and

(2) in the case of a building that was operated as an emergency shelter before receipt of ESG Grant funds, on the date the ESG Grant funds are first obligated to be used for the shelter (within the meaning set forth in Section 576.3 of the Regulations).

d) 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) Where all or a portion of the ESG grant shall be used for Program activities other than to pay for essential services or maintenance and operation costs, Grantee shall maintain the Local Project as an emergency shelter for the homeless for the relevant periods of time set forth in Section 6(c)(ii) or (iii), as applicable, of this Agreement.
- c) Where all or a portion of the ESG Grant shall be used to pay for essential services or maintenance and operation costs, Grantee shall provide such essential services or maintain and operate the Local Project for a period of not less than 365 days from the commencement of the Grant Period.
- d) 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 24 months from the commencement of the Grant Period, unless otherwise agreed to in writing by the Department.
- e) Grantee must notify and obtain written approval of the Program Coordinator for any substantial change in the approved Local Project.
- f) If Grantee is a Local Government, and all or any portion of the ESG Grant shall be used for site selection or physical development activities, Grantee shall be responsible for conducting any environmental review that may be required pursuant to Section 104(g) of the federal Housing and Community Development Act of 1974 and any regulations promulgated thereunder.
- g) Grantee and any Nonprofit Recipient shall administer, in good faith, a policy designed to ensure that the Local Project is free from the illegal use, possession, or distribution of drugs or alcohol by the beneficiaries of the Local Project.
- h) 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.
- i) 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's Matching Funds have been or will be received in a time frame to coincide with the disbursement of the ESG Grant funds in accordance with the requirements of 24 CFR 576.51 and 42 U.S.C. 11375, and will provide a description of the sources and amounts of the funds. Grantee's Matching Funds have been calculated in accordance with Section 576.51(a) and (b) of the Regulations as amended by the Cranston-Gonzalez National Affordable Housing Act, Public Law 101-625, and have been derived from sources other than money received from HUD under the Act;
  - 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) All of the activities described in the Application constitute eligible activities as defined in Section 576.21(a) 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 defined in Section 576.21(a) 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 the following requirements:
  - i) 24 CFR 576.53 concerning 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) CFR 576.55 concerning building standards.
  - iii) 24 CFR 576.56 concerning assistance to the homeless.
  - iv) 24 CFR 576.57, other appropriate provisions of 24 CFR Part 576, and other applicable Federal laws concerning nondiscrimination and equal opportunity.
  - v) 24 CFR 576.59(b) concerning the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970.
  - vi) 24 CFR 576.59 concerning minimizing the displacement of persons as a result of a project assisted with these funds.
  - vii) 24 CFR Part 24 concerning the Drug Free Workplace Act of 1988, insofar as applicable to the Grantee and the Grantee's Nonprofit Providers.
  - viii) The requirements of 24 CFR 576.56(a) and 576.65(b) that grantees develop and implement 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 family violence shelter project will not be made public, except with written authorization of the person or persons responsible for the operation of such shelter.
  - ix) 24 CFR 576.56 concerning involvement, to the maximum extent practicable, of homeless individuals and families in policy making, renovating, maintaining, and operating facilities assisted under the ESG program, and in providing services for occupants of these facilities.
  - x) 24 CFR 576.57(e) 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, except as provided at 24 CFR 576.57, 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.
  - v) Pursuant to the requirements of the McKinney-Vento Act, 42 U.S.C. 11301, discharge persons from publicly funded institutions or systems of care (such as health care facilities, foster care or other youth facilities, or correction programs and institutions) when the discharge may immediately result in homelessness and then use any portion of the ESG Grant to assist these person in place of State or local resources.

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 equivalent to 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. Grantee releases the Department from and agrees that the Department shall not have any liability for, and agrees to protect, indemnify and save harmless the Department from and against any and all liabilities, suits, actions, claims, demands, losses, expenses and costs of every kind and nature, including reasonable attorney's fees, incurred by, or asserted or imposed against the Department as a result of or in connection with the Local Project. All money expended by the Department as a result of such liabilities, suits, actions, claims, demands, losses, expenses or costs, together with interest at a rate not to exceed the maximum interest rate permitted by law, shall constitute an indebtedness of Grantee and shall be immediately and without notice due and payable by Grantee to the Department.

- 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 Coordinator, 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 including, without limitation, all Certificates of Use, 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:

CITY OF ANNAPOLIS

\_\_\_\_\_  
Signature

By: SEE ATTACHED SIGNATURE PAGE  
Name: Michael J. Pantelides  
Title: Mayor

Approved for form and legal sufficiency by:

SEE ATTACHED SIGNATURE PAGE  
County Attorney

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

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
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 - Contractual Provisions
- Exhibit C - Request for Disbursement
- Exhibit D - HMIS Reporting Requirements
- Exhibit E - Special Conditions
- Exhibit F - Certification Prohibiting the Use of Federal Funds for Lobbying
- Exhibit G - Grantee's Contact Information
- Exhibit H - Sub-Recipient Agreement
- Exhibit I - Nonprofit Recipient Certifications

ATTEST:

CITY OF ANNAPOLIS


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

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

REVIEWED AND APPROVED BY:

\_\_\_\_\_  
Thomas C. Andrews, City Manager

APPROVED FOR FORM AND LEGAL SUFFICIENCY:

  
\_\_\_\_\_  
OFFICE OF THE CITY ATTORNEY

**EXHIBIT A**

**EMERGENCY SHELTER GRANTS PROGRAM – FFY 2015  
PROJECT DESCRIPTION**

EXHIBIT A - FFY 15  
 Grantee: City of Annapolis  
 Provider: Light House Shelter

Award: \$116,654  
 ESG State: \$70,438.29  
 ESG Federal: \$46,305.71

ESG Activity	Project Award - Federal	Project Award - State	Total Federal and State
Client Services			
Essential Services	\$0.00	\$0.00	\$0.00
HMIS		\$10,000.00	\$10,000.00
Homeless Prevention			
Maintenance and Operations	\$46,305.71	\$60,348.29	\$106,654.00
Outreach			
Rapid ReHousing			
Shared Administrative Costs			
<b>TOTAL</b>	<b>\$46,305.71</b>	<b>\$70,348.29</b>	<b>\$116,654.00</b>

**Project Description:** To provide general maintenance and operating costs; transition to permanent housing funds, wages and benefits for case management staff costs, funding for homeless prevention and rapid rehousing; and administrative costs.

**EXHIBIT B**

**EMERGENCY SOLUTIONS GRANTS PROGRAM – FFY 2015  
CONTRACTUAL PROVISIONS FOR INCLUSION IN ESG AGREEMENTS BETWEEN  
GRANTEES OR STATE RECIPIENTS AND PRIMARILY RELIGIOUS  
ORGANIZATIONS FOR THE PROVISION OF ESSENTIAL SERVICES AND  
PAYMENT FOR OPERATIONAL COSTS (576.21(a) (2) & (3))**

In addition to, and not in substitution for, other provisions of this agreement regarding the provision of essential services and/or the payment of operational costs for emergency shelters pursuant to the Emergency Solutions Grants Program, the Provider:

1. Represents that it 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
2. Agrees that, 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.



**EXHIBIT C**

**EMERGENCY SOLUTIONS GREAT PROGRAM FFY2015 REQUEST FOR DISBURSEMENT**

<b>Total Award Amount for FFY 15</b>	<u>\$0.00</u>
<b>Federal</b>	<u>\$0.00</u>
<b>State</b>	<u>\$0.00</u>

Sub-Recipient (Service Provider)

DHCD Grant Number

**Federal Funds Request**

	Client Services	Homeless Prevention	Rapid Re-Housing	Street Outreach	Essential Services	HMIS	Shared Administration
Maintenance & Operations							
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Total ESG Federal Request: \$ \_\_\_\_\_

Remaining ESG Federal available: \$ \_\_\_\_\_

**State Funds Request**

	Client Services	Homeless Prevention	Rapid Re-Housing	Street Outreach	Essential Services	HMIS	Administration
Maintenance & Operations							
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

--	--	--	--	--	--	--	--

Total ESG State Request:	\$ _____	Remaining ESG State available (after request):	\$ _____
	(Insert Federal and State request line total)	Total remaining ESG Federal and State:	\$ _____

\$ \_\_\_\_\_  
*Total Amount this Disbursement Request is for  
 ESG Federal and State*

Match Funds supporting this request

	<u>Amount</u>
_____	
_____	
_____	
_____	

**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 \_\_\_\_\_

Fax \_\_\_\_\_

\_\_\_\_\_  
E-mail

For Official Use Only:

Authorized for funding: \$ \_\_\_\_\_

\_\_\_\_\_  
*DHCD ESG Coordinator*

Date \_\_\_\_\_

**EXHIBIT D**

**EMERGENCY SOLUTIONS GRANTS PROGRAM – FFY 2015  
REPORTING REQUIREMENTS**

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**Under the terms of this agreement the Grantee will provide the attached completed report to DHCD each quarter. The quarterly reports are due on the following dates: March 1, 2016, June 1, 2016 and September 1, 2016. (Note: There will not be any release of funds unless the reports are current.)**

Provider / Grant Name:

*please type in box*

**Questions 4a - 4e**

Question 4a: Homelessness Prevention Activities	
Number of Persons in Households	Total
Adults	0
Children	0
Don't Know/Refused	0
Missing Information	0
<b>Total</b>	<b>0</b>

Question 4d: Street Outreach	
Number of Persons in Households	Total
Adults	0
Children	0
Don't Know/Refused	0
Missing Information	0
<b>Total</b>	<b>0</b>

Question 4b: Rapid Re-housing Activities	
Number of Persons in Households	Total
Adults	0
Children	0
Don't Know/Refused	0
Missing Information	0
<b>Total</b>	<b>0</b>

Question 4e: Total Persons Served	
Number of Persons in Households	Total
Adults	0
Children	0
Don't Know/Refused	0
Missing Information	0
<b>Total</b>	<b>0</b>

Question 4c: Shelter Activities	
Number of Persons in Households	Total
Adults	0
Children	0
Don't Know/Refused	0
Missing Information	0
<b>Total</b>	<b>0</b>

**Questions 5 - 7**

Question 5: Gender	
Gender	Total
Male	0
Female	0
Transgendered	0
Don't Know/Refused	0
Missing Information	0
<b>Total</b>	<b>0</b>

Question 6: Age	
Age	Total
Under 18	0
18-24	0
25 and over	0
Don't Know/Refused	0
Missing Information	0
<b>Total</b>	<b>0</b>

Question 7: Special Populations	
Special Populations Subpopulations	Total
Veterans	0
Victims of Domestic Violence	0
Elderly	0
HIV/AIDS	0
Chronic Homelessness	0
<b>Persons with Disabilities</b>	<b>Total</b>
Severely Mentally Ill	0
Chronic Substance Abuse	0
Other Disability	0
<b>Total</b>	<b>0</b>

**EXHIBIT E**

**EMERGENCY SOLUTIONS GRANTS PROGRAM – FFY 2015  
SPECIAL CONDITIONS**

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

**EXHIBIT F**

**EMERGENCY SOLUTIONS GRANTS PROGRAM – FFY 2015  
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 sub-recipients 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:   
Signature of Grantee's Authorized and Designated ESG Contact

12/9/2015  
Date

**EXHIBIT G**

**EMERGENCY SOLUTIONS GRANTS PROGRAM – FFY 2015  
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: 160 Duke of Gloucester Street, Annapolis, MD 21401

Street Address (if different):

145 German Street, Annapolis MD 21401

Phone: 410-263-7961 x 7798

Fax: 410 263 1169

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.**



**EXHIBIT H**

EMERGENCY SOLUTIONS GRANTS PROGRAM  
HOMELESS SERVICES SUB-RECIPIENT AGREEMENT  
FEDERAL FISCAL YEAR 2015

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 "Sub-Recipient") and City of Annapolis, a body politic and corporate 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 \$116,654.00 ESG grant for the period October 1, 2015 through July 22, 2017. The ESG program provides funding to: (1) engage homeless individuals and families living on the street; (2) improve the number and quality of emergency shelters for homeless individuals and families; (3) help operate these shelters; (4) provide essential services to shelter residents, (5) rapidly re-house homeless individuals and families, and (6) prevent families/individuals from becoming homeless.; 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 Sub-Recipient to provide homeless services according to the ESG application Grantee submitted to DHCD, and has allocated some or all of its ESG award to Sub-Recipient 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 Sub-Recipient monthly in an amount equal to the actual expenses incurred for approved grant activities as certified to Grantee by Sub-Recipient 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. Sub-Recipient 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. Sub-Recipient 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. Sub-Recipient agrees to hold Grantee harmless and to indemnify Grantee against all claims, suits and actions arising out of any of Sub-Recipient's duties and obligations under this Agreement. In addition, the parties agree that Sub-Recipient shall act as an independent contractor for the purposes of fulfilling its duties and obligations under this Agreement.

6. Sub-Recipient 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. Sub-Recipient acknowledges that the Grantee has designated Theresa C. Wellman Community Development Administrator whose title and address are 145 Gorman St., 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 Sub-Recipient.

8. Sub-Recipient 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 Sub-Recipient, may be incorporated in this Agreement by a written letter amendment.

10. Sub-Recipient shall permit the <sup>City/Grantee</sup> County and authorized representatives of DHCD to inspect and audit all data and records of Sub-Recipient relating to its performance under this Agreement.

11. In performance of its obligations under the Agreement, Sub-Recipient, 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. Sub-Recipient 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 Sub-Recipient 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. Sub-Recipient 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. Sub-Recipient shall post in a conspicuous place, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

B. Sub-Recipient shall, in all solicitations or advertisements for employees placed by or on behalf of Sub-Recipient, 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. Sub-Recipient shall permit access to its books, records and accounts by Grantee for purposes of investigation to ascertain compliance with this Article.

D. If Sub-Recipient 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 Sub-Recipient may be declared ineligible for further agreements with Grantee. Sub-Recipient 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. Sub-Recipient 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 Sub-Recipient becomes involved in or is threatened with litigation with the subcontractor or vendor as a result of such direction by Grantee, Sub-Recipient 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. 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.

15. 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 Sub-Recipient as provided above and beyond the period ending July 22, 2017.

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

Grantee:

ATTEST:

\_\_\_\_\_

(Grantee)

\_\_\_\_\_

(Title)

By: \_\_\_\_\_ {SEAL}

(Signature)

\_\_\_\_\_

(Title)

WITNESS:

\_\_\_\_\_

(Sub-Recipient)

\_\_\_\_\_

By: \_\_\_\_\_ {SEAL}

(Signature)

\_\_\_\_\_

(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.

CITY OF ANNAPOLIS

By: \_\_\_\_\_ (SEAL)

Name: Michael J. Pantelides

Title: Mayor

\_\_\_\_\_  
Date

# Remote User

 Job 3422

 11/24/15 07:37 AM

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