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**SUBRECIPIENT AGREEMENT**  
**Homelessness Prevention and Rapid Re-Housing Program Grantees**  
**under the American Recovery and Reinvestment Act of 2009 (HPRP)**

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2009, by and between:

- the City of Gainesville, a municipal corporation in Alachua County, Florida, (the **City**), and
- Alachua County Housing Authority, a public body corporate and politic, created pursuant to Chapter 421, F.S., hereinafter referred to as (the **Provider**).

For the period **September 30, 2009** through **September 30, 2011, with an option to renew up to one additional year to cover the duration of the HPRP** to implement this program as set forth herein for the principal benefit of providing financial assistance, housing relocation and stabilization services to individuals and families in the City of Gainesville and Alachua County who are homeless or would be homeless but for the HPRP assistance (PROJECT).

**WHEREAS**, the City applied for and has been awarded a Federal Homelessness Prevention and Rapid Re-Housing Program (HPRP) Grant from the U.S. Department of Housing & Urban Development (HUD) under Title XII of the American Recovery and Reinvestment Act of 2009 ("Recovery Act"), as amended, which provides for the implementation of projects designed provide financial assistance and services to either prevent individuals and families from becoming homeless or assist those who are experiencing homelessness to be quickly re-housed and stabilized; and,

**WHEREAS**, the City amended its Consolidated Plan 2008-2009 Action Plan, (hereinafter referred to as "Annual Action Plan"), including any substantial amendments, which sets forth the PROJECT described herein; and

**WHEREAS**, HUD has accepted and certified the aforementioned Annual Action Plan; and

**WHEREAS**, HUD will annually review the performance of the City to determine whether the City has carried out its HPRP assisted activities in a timely manner and has significantly disbursed HPRP funds; and

**WHEREAS**, the HPRP Grant provides that the City may contract with subrecipient organizations to administer and implement a project as set forth herein; and

**WHEREAS**, the City engages the Provider to assist the City in implementing the PROJECT; and

**WHEREAS**, the City has entered into an Interlocal Agreement with Alachua County, Florida and the Provider to use their powers to provide public services that will advance the general health, safety and welfare of the citizens of Alachua County; and

**WHEREAS**, it is in the interest of the City to enter into this Agreement with the Provider to implement the PROJECT set forth herein for the principal benefit of very-low income residents of the City of Gainesville and Alachua County.

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**NOW, THEREFORE**, in consideration of these mutual promises and covenants, the parties hereto agree as set forth in the following sections of this Agreement:

## PROVIDER

1. The Provider is Alachua County Housing Authority, a public body corporate and politic, created pursuant to Chapter 421, F.S.

The Provider must register with Dun and Bradstreet to obtain a DUNS number. A DUNS Number is a unique nine (9)-digit number provided to Providers who are receiving Federal contracts and/or grants.

The Provider acknowledges that, as a recipient of Federal funds, it will comply with all applicable Federal regulations pertaining to use of such funds.

The Provider shall provide the oversight, administration and project management necessary to accomplish all contracted activities in a timely manner. All regulations will be enumerated in the Agreement and incorporated by reference. It will be the Provider's responsibility to assure compliance with applicable regulations.

The Provider shall actively participate and enter client data in a Homeless Management Information System (HMIS), as required by the U.S. Department of HUD. HMIS is a web-based software application designed to record and store client-level information on the characteristics and service needs of homeless persons and related activities producing an unduplicated count of the persons using those services.

The Provider shall participate in information networking, training and coordination meetings as may be provided by the City.

The Provider shall cooperate with related research and evaluation activities as may be required by the City.

The Provider shall insure recognition of the role and support of the City in providing services through this Agreement. All activities, facilities, publications and items utilized pursuant to this Agreement shall be prominently labeled as to funding source.

## COORDINATION

2. The Provider agrees to carry out the specified PROJECT under the general coordination of the City's Neighborhood Improvement Department/Housing & Community Development Division. The Housing & Community Development Manager or designee is the City's representative under this Agreement. This Agreement consists of the following provisions incorporated herein as referenced:

- A) U.S. Department of HUD [Docket No. FR-5307-N-01] Notice of Allocations, Application Procedures, and Requirements for Homelessness Prevention and Rapid Re-Housing Program Grantees under the American Recovery and Reinvestment Act of 2009; and
- B) HPRP Grant Agreement No. S-MY-12-0025 between the U.S. Department of HUD and the City of Gainesville; and
- C) Interlocal Agreement dated April 8, 2009 and as amended, by and between Alachua

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County, a charter county and political subdivision of the State of Florida, by and through its Board of County commissioners, the City of Gainesville, a municipal corporation of the State of Florida, and the Alachua County Housing Authority, a public body corporate and politic, created pursuant to Chapter 421, F.S.

- D) Homelessness Prevention and Rapid Re-Housing Program (HPRP) Guide to RFP Development and Contracting Issues; and
- E) Homeless Management Information System/Client Management Information System (HMIS/CMIS) Consumer Guide.

## NOTICES

- 3. Except as otherwise provided herein, any notice, approval, acceptance, request, bill, demand, or statement from either party to the other shall be in writing and shall be deemed to have been given when either delivered personally or deposited in the U.S. Mail in a postage-prepaid envelope, addressed to the other party. Either party may at any time change such address by delivering or mailing to the other party a notice stating the changed address. The addresses of the City and Provider are as follows:

<u>City</u>	<u>Provider</u>
City of Gainesville Housing & Community Development Manager P.O. Box 490, Mail Station #22 Gainesville, FL 32602-0490	Alachua County Housing Authority Executive Director 703 NE 1 <sup>st</sup> Street Gainesville, FL 32601

## SCOPE AND SCHEDULE OF SERVICES

- 4. The Provider agrees to implement the project described in **ATTACHMENT 1, SCOPE AND SCHEDULE OF SERVICES**, for the principal benefit of eligible very-low income individuals and families in the City of Gainesville and Alachua County. The City will consider a change in project scope as a substantial amendment under the following circumstances:
  - A) City or Provider decides not to carry out an activity previously described in the Annual Action Plan;
  - B) City or Provider carries out an activity not previously described in the Annual Action Plan;
  - C) City or Provider changes the purpose, scope, location or beneficiaries of an activity;
  - D) City or Provider changes the use of HPRP funds from one eligible activity to another.

## FUNDING AND PAYMENT PROCEDURES

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- 5.1 The City agrees to disburse HPRP funds to the Provider for the specified project during the period of this Agreement in an amount not to exceed **\$567,404**. Such funds must be spent by the Provider in strict accordance with the authorized distribution of funds, as detailed in **ATTACHMENT 2, AGREEMENT BUDGET**.
- 5.2 Only direct costs for the specified project, as described in **ATTACHMENT 2**, are eligible for funding.
- 5.3 Budget Amendment. The Provider may from time-to-time amend line items of the Agreement Budget, provided the total amount of such amendments does not exceed 25 percent of the budget, and there is no change in the total amount of compensation. The Provider shall promptly notify the City of such amendments in writing as they occur.

Other budget amendments may be made only upon prior written approval of the City Manager or designee. However, those involving a change in the total amount of compensation may be made only in accordance with Section 22 of this Agreement.

- 5.4 Payments will be made by the City to the Provider in accordance with the following procedures:
- a. The City will reimburse the Provider for each request under this Agreement based on actual expenditures which are properly documented as eligible costs. Payment will be contingent upon the submission of monthly expenditure reports, along with required source documentation, beginning with the first month of this Agreement.
- The City must receive monthly expenditure reports within 5 days of the close of the month for which payment is requested and must be submitted according to the format established in **ATTACHMENT 3, HPRP FINANCIAL REPORT**.
- b. The Provider must submit the final request for payment and HPRP Financial Report to the City no later than 10 days after this Agreement ends or is terminated. If the Provider fails to do so, all rights to payment are forfeited, and the City will not honor any request submitted after the aforesaid time period. Any payment due the Provider under the terms of this Agreement may be withheld until all reports due from the Provider, and necessary adjustment(s) thereto, have been approved by the City.
- c. The Provider will allow up to 10 working days from the date of the City's receipt of payment requests for the City to process payments. The City will utilize the Integrated Disbursement and Information System (IDIS) to draw down HPRP funding and report on grant expenditures.

- 5.5 Payments to the Provider for HPRP expenditures shall not exceed **\$47,200** per month. Any funds not drawn down for a given month may be drawn down in a subsequent month as long as the cumulative amount does not exceed the maximum amount authorized at that time by this Agreement. All costs must be incurred during the term of this Agreement to be eligible for reimbursement; however, actual payment to the Provider may be after the Agreement expires.
- 5.6 Any unused or residual funds remaining at the termination of this Agreement shall be retained by the City.

### REPORTING

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- 6.1 No later than the fifth (5<sup>th</sup>) of the month following the end of each monthly period of this Agreement, the Provider shall furnish the City with a **HPRP MONTHLY PERFORMANCE REPORT (ATTACHMENT 4)**. The Monthly Performance Report must document the Provider's performance in implementing the project as described in **ATTACHMENT 1**. The Monthly Performance Report must also furnish data on project beneficiaries, as appropriate. Failure to submit a timely Performance Report may result in delay or forfeiture of payment under this Agreement.

No later than the fifth (5<sup>th</sup>) of the month following the end of each quarterly period of this Agreement, the Provider shall furnish the City with a **HPRP QUARTERLY PERFORMANCE REPORT (ATTACHMENT 4A)**. The Quarterly Performance Report must document the Provider's performance in implementing the project as described in **ATTACHMENT 1**. The Quarterly Performance Report must also furnish data on project beneficiaries, as appropriate. Failure to submit a timely Performance Report may result in delay or forfeiture of payment under this Agreement.

If the Provider has no request for reimbursement during any month during the term of this Agreement, a **MONTHLY PERFORMANCE REPORT** or **QUARTERLY PERFORMANCE REPORT**, including an explanation as to why no invoices were being processed, shall be required in lieu of a request for reimbursement for the project as described in **ATTACHMENT 1**.

- 6.2 No later than the tenth (10<sup>th</sup>) of the month following the end of each annual period of this Agreement, the Provider shall furnish the City with a **HPRP ANNUAL PERFORMANCE REPORT (ATTACHMENT 4B)**. The Annual Performance Report must document the Provider's performance in implementing the project described in **ATTACHMENT 1**. The Annual Performance Report must also furnish data on project beneficiaries, as required.

Failure to submit a timely Performance Report may result in delay or forfeiture of payment under this Agreement.

- 6.3 Upon request, the Provider shall report actions taken and data collected to ensure compliance with applicable local, State and Federal non-discrimination and affirmative action regulations.
- 6.4 The Provider agrees to submit all requested data to the City to complete the Integrated Disbursement and Information System (IDIS) to draw down HPRP funding and report on grant expenditures, including such periodic status reports, project data and financial data, beneficiary identifiable data, as specified by the City. Failure to do so may result in termination of the Agreement.

### AGREEMENT DURATION, EXTENSION AND TERMINATION

- 7.1 This Agreement shall be effective for the period from September 30, 2009 through September 30, 2010, unless extended or terminated sooner in accordance with this Section.
- 7.2 This Agreement may be extended for two additional years to cover the duration of the HPRP upon mutual agreement of both parties. Said extension shall be in the form of a letter signed by the City Manager or designee. It shall be effective upon receipt by the Provider and shall be considered an amendment to this Agreement and executed with all the formalities of an agreement.
- 7.3 In the event the City determines on the basis of a review of the Provider's performance that the Provider has materially failed to comply with the requirements of this Agreement, the City may take one or more of the following actions as appropriate to the circumstance:

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- a. Temporarily withhold payments pending correction of the deficiency by the Provider or more severe enforcement action by the City,
- b. Disallow all or part of the cost of the activity or action not in compliance,
- c. Wholly or partly suspend or terminate the Agreement,
- d. Withhold further agreements with the Provider, or
- e. Take other remedies that may be legally available.

In each instance, the action taken will be designed to, first, prevent a continuance of the deficiency (lack of progress, non-conformance, non-compliance, lack of continuing capacity); second, mitigate any adverse effects or consequences of the deficiency to the extent possible under the circumstances; and third, prevent a recurrence of the same or similar deficiencies.

Should the activity being funded through this Agreement be completed, canceled or terminated prior to the termination date set forth herein, the Provider shall complete and submit Monthly Performance Reports, Quarterly Performance Reports and/or Annual Performance Reports at the time of the completion, cancellation or termination. Said Performance Reports shall consist of a cumulative reporting of project-related expenditures and accomplishments relative to the attached. If activity funded through this Agreement is completed, or if funds allocated through this Agreement are fully expended, prior to end of Agreement term, the Provider shall continue to serve its clients for the entire term of this Agreement.

The Provider's obligation to the City shall not end until all closeout requirements are completed for the HPRP. Activities during this close-out period shall include, but are not limited to: making final payment(s); submitting final invoice(s); report(s), in accordance with the requirements of Section 5 and Section 6 above, including documentation; disposing of program assets (including the return to the City of all unused materials and equipment); remitting any receivable accounts to the City, and determining custodianship of records.

- 7.4 In taking an enforcement action, the City will give the Provider an opportunity for such hearing, appeal, or other administrative proceeding to which the Provider is entitled under any statute or regulation applicable to the action involved.
- 7.5 If the City determines that it is necessary to suspend or terminate this Agreement, it may do so by giving written notice to the Provider of such suspension or termination, setting forth the reason(s) for such termination, and specifying the effective date thereof, at least ten days before the effective date of such suspension or termination.  
Upon such suspension or termination, the Provider shall be entitled to payment of such amount as reasonably determined by the City for work satisfactorily performed prior to the suspension or termination date; provided, however, that no allowance shall be made for suspension or termination expenses.
- 7.6 Except as provided in Paragraph 7.3, this Agreement may be terminated in whole or in part by either party upon written notification to the other party, with or without cause, setting forth the reason(s) for such termination, the effective date, and in the case of partial termination, the portion to be terminated, at least ten days before the effective date of such termination. However, if, in the

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case of a partial termination, the City determines that the remaining portion of the Agreement will not accomplish the purposes for which it was made, the City may terminate the Agreement in its entirety as provided in paragraph 7.3 of this section.

- 7.7 Notwithstanding the foregoing recapture provisions 7.1-7.6, in the event the U.S. Department of Housing and Urban Development takes action against the City to suspend, discontinue, reduce, or terminate grant funds and/or to conform with federal, state or local governmental guidelines, policies pursuant to a grant agreement by which this Agreement is funded, the City shall likewise have the right to take similar action against the Provider.

### ACCOUNTABILITY

- 8.1 The Provider agrees to maintain such property, personnel, financial, and other records and accounts as are necessary to properly account for all funds expended in performance of this Agreement and to allow for the audit of SHP funds by the City, HUD, Comptroller General, and/or their designees. The Provider shall comply with the applicable policies, guidelines and requirements of 24 CFR Part 84 and Office of Management and Budget (OMB) Circular A-122, incorporated by reference into this Agreement, as they relate to the receipt and use of HPRP funds. In addition, Provider shall make available for City review a copy of the Provider's most recent IRS Form 990-Return of Organization Exempt from Income Tax.
- 8.2 All records, financial records, beneficiary data, HMIS records and other accounts related to this Agreement shall be retained for inspection, review or audit by the City and HUD for a period of five (5) years following the date of submission of the City's Annual Progress Report to HUD in which the project under this Agreement is reported. Such review shall be during the regular working hours of the Provider following reasonable notice. Upon request, the Provider shall transfer copies of these records and accounts to the custody of the City in order to ensure their accountability for such a period.

Provider shall use, manage, and dispose of equipment in accordance with 24 CFR 85.32.

Provider shall allow representatives of the City, or HUD to inspect facilities, which are used in connection with the contracts, made to implement programs funded under this Agreement.

Provider shall maintain any applicable licenses or permits, and meet any facility code regulations required for the program funded under this Agreement.

### AUDIT /PERFORMANCE MONITORING

9. The Provider agrees to comply with the audit requirements of OMB Circular A-87, OMB Circular A-122 and OMB Circular 133, incorporated herein by reference. The Provider will ensure an annual financial audit is performed in compliance with the Federal Single Audit Act and will submit two (2) copies of the audit report to the City's Housing & Community Development Division within 30 days after the completion of the audit, but in no case should the audit be completed and the report submitted later than six months after the end of the Provider's fiscal year. If a management letter or any other reports or correspondence relating to audit findings or recommendations are issued in connection with the audit, copies shall accompany the audit report. The Provider shall ensure that all audit workpapers and reports are retained for a minimum of five (5) years from the date of the audit report, unless the Provider is notified in writing by the City to

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extend the retention period. The Provider shall also ensure that audit workpapers are made available upon request to the City or its designee.

- 9.1 Performance monitoring of the Provider by City and/or U.S. Department of HUD shall consist of requested and/or required written reporting, as well as onsite monitoring by City or HUD representatives. The City shall periodically evaluate the Provider's progress in complying with the terms of this Agreement. The Provider shall cooperate fully during such monitoring. The City shall report the findings of each monitoring to the Provider. The City shall monitor the performance of the Provider against the goals, outcomes, milestones and performance standards required herein. Substandard performance, as determined by the City, will constitute non-compliance with this Agreement for which the City may immediately terminate the Agreement. If action to correct such substandard performance is not taken by the Provider within the time period specified by the City, payment(s) will be denied in accordance with the provisions contained in Section 5 of this Agreement.

### PROGRAM INCOME, REVERSION OF ASSETS, REAL PROPERTY

- 10.1 Program Income. The Provider may retain program income, as allowed by the HPRP regulations, to continue the project assisted under this Agreement. Such program income, if any, shall be reported monthly to the City on the form provided, **ATTACHMENT 5**, by the 5th of the month following each monthly period of this Agreement. The disbursement of HPRP funds under this Agreement shall take into account all HPRP program income on hand and shall be adjusted in as required by the HPRP regulations.
- 10.2 Reversion of Assets. Any HPRP program income on hand when this Agreement expires or is terminated, or received after this Agreement expires or is terminated, shall be promptly returned to the City. In the event a subsequent agreement between the City and the Provider is not executed following the expiration of this Agreement, this Agreement is terminated, or the Provider ceases operations for any reason, the Provider shall promptly transfer to the City any accounts receivable (including loans and grants to individuals or businesses) that are attributable to the use of HPRP funds from the City. Such accounts receivable shall be properly assigned to the City at no cost to the City.
- 10.3 Real Property. In addition to the requirements set forth by HPRP regulations, any real property (land and/or buildings) under the Provider's control that is acquired or improved in whole or in part with HPRP funds from the City shall not be encumbered by any other debt or lien without the prior express written permission of the City, and the City may secure its interest in such real property by recording a lien on the property in the full amount of the HPRP funds provided under this Agreement or for the benefit of said property.

In the event the Provider ceases its operations, discontinues the use of such real property for the purposes for which it was intended following the expiration of this Agreement, or if this Agreement is terminated for any reason, the Provider shall promptly repay the City the full amount of the HPRP funds provided under this Agreement for the benefit of said property, or the Provider shall transfer to the City all interest in said property in a legally binding document and at no cost to the City.

### EMPLOYMENT



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11. The Provider agrees to regulate the employment of persons related to its officials or employees. No person shall be employed by Provider when he or she is related to a person where one should be in a supervisory or administrative capacity over the other. The term "related" means brothers, sisters, children, husbands, and wives. The term "employed" means to hire a person to carry out specific job responsibilities.

### CONFLICT OF INTEREST

12. No person who is an employee, agent, consultant, officer, or elected official or appointed official of the City or the Provider who exercises or has exercised any functions or responsibilities with respect to activities assisted with SHP funds or who is in a position to participate in a decision-making process or gain inside information with regard to these activities, may obtain a financial interest or benefit from a SHP-assisted activity, or have a financial interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.

### LOBBYING

13. The Provider shall not use funds disbursed under this Agreement to directly or indirectly support, defeat or influence:
- the outcome of any Federal, State or local election, referendum, initiative, or similar procedure, or
  - the introduction, enactment or modification of any pending Federal, State or local legislation.
- 13.1 The Provider also certifies that:
- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Provider, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
  - b. 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, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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## INDEMNIFICATION

14. The Provider shall act as an independent contractor and not as an employee of the City in implementing the aforementioned project. The Provider shall be liable for and shall defend, indemnify, and hold harmless the City, its employees, agents, or officers from all claims, suits, judgments, costs, or damages including, but not limited to, reasonable attorney's fees, arising from the administration of the project described in this Agreement by the Provider. The City and each officer, agency, and employee of the City shall be held harmless against all claims for personal injury, wrongful death, or property damage caused by negligence of Provider and other persons employed or utilized by the Provider in performance of this Agreement.

## SOVEREIGN IMMUNITY

15. The Provider and the City agree that nothing in this agreement shall be interpreted as a waiver of the City's sovereign immunity under Section 768.28, Florida Statutes.

## INSURANCE

16. Public Liability Insurance. The Provider shall procure and maintain broad form comprehensive general liability insurance and comprehensive automobile liability insurance with coverage as listed below in amounts not less than shown below. **The City shall be named an additional insured on this insurance with respect to all claims arising out of the project being assisted under this Agreement.**

Comprehensive General  
(Public) Liability  
(other than automobile)

**\$200,000** combined single  
limit for bodily injury  
and property damage.

- A) Premises/Operations
- B) Products/Completed Operations
- C) Independent Contractors
- D) Personal Injury

Automobile, Bodily Injury  
and Property Damage  
Liability

**\$100,000** combined single  
limit for bodily injury  
and property damage.

- A) Owned/Leased Automobiles
- B) Non-Owned Automobiles
- C) Hired Automobiles

- 16.1 Worker's Compensation Insurance. The Provider shall procure and maintain worker's compensation insurance to the extent required by law for all employees providing services under this Agreement.

- 16.2 Fidelity Insurance. The Provider shall procure and maintain fidelity insurance covering all officers, employees and agents of the Provider authorized to handle funds received or disbursed under this Agreement in an amount not less than the funding provided through this Agreement.

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- 16.3 Proof of Carriage of Insurance. Prior to execution of this Agreement, the Provider shall furnish the City a certificate of insurance in a form acceptable to the City for the insurance required.

Such certificate or an endorsement furnished by the Provider must state that the City will be given thirty (30) days written notice prior to cancellation or material reduction in coverage. An endorsement naming the City as an Additional Insured is required.

## COMPLIANCE WITH FEDERAL, STATE AND LOCAL RULES, REGULATIONS AND LAWS

17. The Provider shall comply with all applicable laws, orders and regulations of the Federal, State and local governments as they pertain to this Agreement. These include the regulations at 24 CFR Part 576 as well as all other applicable Federal laws and regulations and any future regulations that may be promulgated by the U.S. Department of HUD. Provider shall also comply with all requirements contained in the Grant Agreement between the City and the U.S. Department HUD, by which this Agreement is funded, including the federal administrative requirements contained in **APPENDIX A**. Provider may view or copy the Grant Agreements at the City's office.

## NON-DISCRIMINATION

18. Provider shall affirmatively further fair housing in accordance with 24 CFR 5.105(a). In carrying out this Agreement, the Provider shall not exclude any person from participation, deny the benefits of the project herein to any person, or subject any person to discrimination because of age, race, color, religion, sex, disability, national origin, familial status, or sexual orientation.

## HPRP FUNDING RECOGNITION

19. The Provider shall include in all advertisements, newsletters, and/or promotions that refer specifically to the project assisted hereunder, a statement that the project is funded in whole or in part by the City of Gainesville, through the HUD Supportive Housing Program.

## FINANCIAL OBLIGATION OF THE CITY

20. This Agreement is not a general obligation of the City, nor does it constitute a pledge of the full faith and credit of the City, but shall be an obligation or commitment only as to the Supportive Housing Program funds awarded to the City. In the event there are insufficient monies available in the Supportive Housing Program to meet the obligations of the City created by this Agreement, the City will have no further obligations under this Agreement and shall not be considered in breach thereof.

## ASSIGNMENT BY PROVIDER

21. The Provider shall not assign, transfer, convey, pledge, or otherwise dispose of this Agreement without the prior consent of the City in writing.

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## SUBCONTRACTS

22. The Provider shall cause this Agreement, in its entirety, to be included in and made a part of any subcontract executed in the performance of this Agreement.

The Provider shall submit all subcontract agreements to the City for review and consent prior to entering into such subcontracts. The Provider shall assume responsibility for all subcontracted services to assure Agreement compliance.

The Provider shall monitor all subcontracted services on a monthly to assure Agreement compliance. Results of said monitoring efforts shall be summarized in written form, and supported with documented evidence of follow-up action(s) to correct any area(s) of Agreement non-compliance. Documentation shall be made available for periodic monitoring by representatives of the City and/or the U.S. Department of HUD.

## CHANGES

23. The City or the Provider may, from time to time, request changes in the scope and schedule of services to be performed under this agreement. Changes in line item budgeted amounts are permissible upon the prior written approval of the City Manager or designee as provided in Section 5.3 of this Agreement. However, any increase or decrease in the total amount of funding or any other change shall be negotiated by the City and the Provider, and if mutually agreeable, shall be incorporated in written amendments to this Agreement.

## SEVERABILITY

22. If any term or provision of this Agreement is determined to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

## SCOPE AND INTERPRETATION OF AGREEMENT

23. This Agreement shall be considered to be the only agreement between the parties hereto pertaining to the Scope of Services hereunder. All negotiations and oral agreements are included herein.

\* \* \* \* \*

**IN WITNESS THEREOF**, the parties have hereto set their hands and seals on the day and year aforesaid.

Witnesses:

**CITY OF GAINESVILLE**

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\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Russ Blackburn, City Manager

Witnesses:

**ALACHUA COUNTY HOUSING AUTHORITY**

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Gail Monahan, Executive Director

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
Nicolle Shalley, Assistant City Attorney II

This is a legal instrument approved by the City Attorney.  
Any deviations from its intended use should be authorized by the City Attorney.

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## APPENDIX A

### FEDERAL ADMINISTRATIVE REQUIREMENTS

#### A. Financial Management

##### 1. Accounting Standards

Provider agrees to comply with Office of Management and Budget (hereinafter referred to as "OMB") Circular A-110 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

##### 2. Cost Principles

Provider shall administer its program in conformance with OMB Circular A-122, "Cost Principles for Non-Profit Organizations". These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

#### B. Civil Rights

##### 1. Compliance

Provider agrees to comply with Title VI of the Civil Rights Act of 1964, as amended, Title VIII of the Civil Rights Act of 1968, as amended, Section 109 of the Title I of the Housing and Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246, as amended by Executive Orders 11375 and 12086.

##### 2. Nondiscrimination

Provider shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital status, or status with regard to public assistance. Provider will take affirmative action to insure that all employment practices are free from hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, and termination discrimination. Such employment practices include, but are not limited to, the following: rates of pay or other forms of compensation, and selection for training, including apprenticeship. Provider agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause.

a. Provider must comply with all applicable fair housing and civil rights requirements in 24 CFR 5.105(a). In addition, PROVIDER must make known that **HPRP** rental assistance and services are available to all on a nondiscriminatory basis and ensure that all citizens have equal access to information about HPRP and equal access to the financial assistance and services provided under this program.

#### C. Drug-Free Workplace

The Drug-Free Workplace Act of 1988 (41 U.S.C. 701, seq.) and HUD's implementing regulations at 24 CFR part 21 apply to **HPRP**.

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- D. Affirmative Action  
Provider agrees that it shall be committed to carry out an Affirmative Action Program that encompasses the principles provided in President's Executive Order 11246, as revised on January 4, 2002.
- E. Americans with Disabilities Act  
Provider agrees to comply with any federal regulations issued pursuant to compliance with the Americans with Disabilities Act, which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services and public accommodations.
- F. Employment Restrictions
1. Prohibited Activity  
Provider is prohibited from using funds provided herein, or personnel employed in the administration of the program, for: political, activities, sectarian or religious activities, lobbying, political patronage, and nepotism activities.
  2. OSHA  
Where employees are engaged in activities not covered under the Occupational Safety and Health Act of 1970, they shall not be required or permitted to work, (be trained, or receive services in buildings or surroundings or under working conditions, which are unsanitary, hazardous or dangerous to the participants' health or safety.
  3. Hatch Act  
Provider agrees that no funds provided, nor personnel employed under this CONTRACT, shall be in any way or to any extent engaged in the conduct of political activities in violation of the Hatch Act, 5 U.S.C. Section 1501 et seq.
  4. Conflict of Interest  
Provider agrees to abide with 24 CFR 85.36(b)(3), and non-profit Provider shall comply with 24 CFR 84.42, and OMB Circular 110 with respect to conflicts of interest, and agrees that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. Provider further agrees that in the performance of this Agreement no person having such a financial interest shall be employed or retained by Provider hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of PROVIDER or any designated public agencies which are receiving funds under the **HPRP** Program.
- G. Copyright  
If this Agreement results in any copyrightable material, City and/or grantor agency reserves the right to royalty-free, non-exclusive, and irrevocable license to reproduce, public or otherwise use and to authorize others to use, the work (i.e., photographs and the like) for government purposes.
- H. Religious Organization  
Equal participation of religious organizations: Organizations that are religious or faith-based are eligible, on the same basis as any other organization, to participate in **HPRP**. Neither the federal government nor a grantee shall discriminate against an organization on the basis of the organization's religious character or affiliation.

# DRAFT

## I. Anti-Lobbying

The disclosure requirements and prohibitions of section 319 of the Department of the Interior and Related Agencies Appropriations Act for Fiscal Year 1990 (31 U.S.C. 1352) (the Byrd Amendment), and implementing regulations at 24 CFR part 87, apply to **HPRP**. Applicants must disclose, using Standard Form LLL (SF-LLL), "Disclosure of Lobbying Activities," any funds, other than federally appropriated funds, that will be or have been used to influence federal employees, members of Congress, or congressional staff regarding specific grants or contracts.

## J. ENVIRONMENTAL CONDITIONS

1. This Agreement does not direct, provide for assistance or loan and mortgage insurance for, or otherwise govern or regulate, real property acquisition, disposition, leasing (other than tenant-based rental assistance), rehabilitation, alternation, demolition, or new construction, or establish, revise or provide for standards for construction or construction materials, manufacturing housing, or occupancy. Accordingly, under 24 CFR 50.19(c)(1), this Agreement is categorically excluded from environmental review under the National Environmental Policy Act of 1969 (42 U.S.C. 4321). Moreover, consistent with the provisions for administrative and management expenses, tenant-based rental assistance, and supportive services in 24 CFR 50.19(b)(3),(11), and (12), the eligible activities to be assisted under this Agreement are categorically excluded from the requirements of the National Environmental Policy Act of 1969 (42 U.S.C. 4321) and are not subject to environmental review under the related laws and authorities.

2. Provider shall incur no costs for any project-related activity defined in **ATTACHMENT 1, SCOPE & SCHEDULE OF SERVICES** and City shall not disburse funds prior to certification by City and/or HUD for environmental compliance.

3. Provider shall provide requested materials to City for the Environmental Review process required by applicable regulations.

4. Habitability Standards: Provider providing rental assistance with **HPRP** funds will be required to conduct initial and any appropriate follow-up inspections of housing units into which a program participant will be moving. Units should be inspected on an annual basis and upon a change of tenancy as required by HUD. The Provider may require more stringent standards.

### 5. Lead-Based Paint

The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.), as amended by the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851 et seq.) and implementing regulations at 24 CFR part 35, subparts A, B, M, and R shall apply to housing occupied by families receiving assistance through **HPRP**.

## K. SECTION 3

The Provider shall comply with Section 3 of the U.S. Department of HUD Act of 1968 and implementing regulations at 24 CFR Part 135.



# DRAFT

## ATTACHMENT 1

### **SCOPE & SCHEDULE OF SERVICES HOMELESSNESS PREVENTION AND RAPID RE-HOUSING PROGRAM**

**(September 30, 2009 – September 30, 2011)**

**Provider: Alachua County Housing Authority**

#### **Project Description:**

As required by the U.S. Department of HUD, timely implementation of the HPRP is critical: 60% of grant funds must be expended within two (2) Years and 100% of funds must be expended within three (3) years. Therefore, the Agreement is for the period **September 30, 2009** through **September 30, 2011, with an option to renew up to one additional year to cover the duration of the HPRP** to implement this program as set forth herein for the principal benefit of providing financial assistance, housing relocation and stabilization services to individuals and families in the City of Gainesville and Alachua County who are homeless or would be homeless but for the HPRP assistance.

To provide financial assistance and services to either prevent individuals and families from becoming homeless or help those who are experiencing homelessness to be quickly re-housed and stabilized. Resources are to be targeted and prioritized to serve households that are most in need of temporary assistance and are most likely to achieve stable housing, whether subsidized or unsubsidized, outside of HPRP after the program concludes. The HPRP program is focused on housing for homeless and at-risk households, and is designed to provide temporary financial assistance and housing relocation and stabilization services to individuals and families who are homeless or would be homeless without this assistance. The program is intended to target two populations of persons: 1) individuals and families who are currently housed but are at risk of becoming homeless and need temporary rent or utility assistance to prevent them from becoming homeless or assistance to move to another housing unit; and 2) individuals and families who are experiencing homelessness and need temporary assistance in order to obtain and retain housing.

During the contract period, the Provider will utilize HPRP dollars to provide local homeless housing programs with financial assistance funds to reduce financial barriers preventing clients from obtaining permanent rental housing. Clients will be referred from agencies that are part of the Grace Marketplace to provide individuals and families one-time access to these funds to insure project sustainability and maximum benefit for the client and continuum agencies.

The goal of the program is to provide homeless prevention and rapid re-housing funds to assist at least 90 eligible very-low income persons (not to exceed \$1,600 per person or family) with first month and last month rent, utilities, hotel vouchers or similar short-term housing stabilization (rental) assistance.

# DRAFT

## ATTACHMENT 1

### **SCOPE & SCHEDULE OF SERVICES HOMELESSNESS PREVENTION AND RAPID RE-HOUSING PROGRAM (September 30, 2009 – September 30, 2011) Provider: Alachua County Housing Authority**

During the term of this Agreement, the Provider agrees to the following:

**1) Provide Program Services:**

- Serve as the Community's Single Point of Entry to organize a centralized intake/ assessment function and coordinate housing retention/acquisition services for all HPRP participants;
- Coordinate with the Local Continuum(s) of Care (CoC) to ensure that HPRP activities are aligned with the CoC's strategies for preventing and ending homelessness and other local agencies responsible for the administrating and implementing the Alachua County/City of Gainesville 10-Year Plan to End Homelessness, and agencies that administer mainstream resources such as Temporary Assistance to Needy Families (TANF);
- Conduct eligibility screening and complete program intakes of HPRP participants for whom direct services are provided;
- Develop centralized Housing Plans for all HPRP participants;
- Complete privacy authorizations to share designated HPRP participant information;
- Refer HPRP participants to Partner Agencies for service delivery beyond the scope of the Provider;
- Use adopted standardized forms, transmit completed intake screening, assessment and privacy documents to Partner Agencies receiving referrals for HPRP participant services;
- Work with Partner Agencies to coordinate case-management efforts on behalf of HPRP participants;
- Maintain a centralized file of all HPRP participant intake, assessment, service delivery notation, case-management, financial assistance notation and privacy records;
- Use a Homeless Management Information System to enter all HPRP participant intake, assessment, service transaction, financial assistance and case-management data;
- Execute agreements with sub-grantee Partner Agencies for the provision of certain services to ensure a comprehensive network of community support on behalf of HPRP participants;
- Distribute funds to sub-grantee Partner Agencies who provide direct homeless prevention/rapid re-housing services beyond the Provider's scope of service delivery.
- Maintain financial records of HPRP funds received and allocated in support of direct service delivery activities.

**2) Ensure that Partner Agencies:**

- Conduct eligibility screening and complete program intakes of HPRP participants;
- Complete privacy authorizations to share designated HPRP participant information;
- Use adopted standardized forms, transmit completed HPRP participant intake screening forms and privacy authorizations to the Provider;
- Use a Homeless Management Information System to enter all HPRP participant service transactions;

# DRAFT

## ATTACHMENT 1

### **SCOPE & SCHEDULE OF SERVICES HOMELESSNESS PREVENTION AND RAPID RE-HOUSING PROGRAM**

**(September 30, 2009 – September 30, 2011)**

**Provider: Alachua County Housing Authority**

- Work with the Provider to coordinate case-management efforts on behalf of HPRP participants;
- Provide other specific active case and/or follow-up services to HPRP program participants as appropriate.

#### **3) Ensure Program Eligibility:**

In order to receive HPRP services, individuals and families – whether homeless or housed – must meet the following **minimum criteria**:

- Individual or household must have an initial consultation with a case manager or authorized representative who can determine the appropriate level of assistance.
- Individual or household must be at or below 50% of Area Median Income.
- Homeless persons as defined by Section 103 of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11302).
- Individual or household must be either homeless or at risk of losing its housing and 1) has not identified appropriate subsequent housing options and 2) lacks financial resources and support networks to identify immediate housing or remain in existing housing.
- The selected dwelling unit must be decent, safe, and in sanitary condition prior to move-in as required by the HPRP.

#### **Prevention Assistance:**

Funds should target those at greatest risk of homelessness. Determination must be made to verify if the individual or household would be homeless *but for* this assistance. The following risk factors must be considered when determining which households should receive which levels of assistance and whether or not households can be reasonably expected to transition off of the program at the end of the designated term:

- Eviction within two weeks from a private dwelling (including housing provided by friends or family)
- Discharge within two weeks from an institution in which the person has been a resident for more than 180 days (including prisons, mental health institutions, hospitals, etc.)
- Residency in a dwelling that has been condemned by housing official and is no longer meant for human habitation
- Sudden and significant loss of income
- Sudden and significant increase in utility costs
- Mental health and substance abuse issues
- Physical disabilities and other chronic health issues, including HIV/AIDS
- Severe housing cost burden (greater than 50% of income)
- Homeless in the past 12 months

# DRAFT

## ATTACHMENT 1

### **SCOPE & SCHEDULE OF SERVICES HOMELESSNESS PREVENTION AND RAPID RE-HOUSING PROGRAM**

**(September 30, 2009 – September 30, 2011)**

**Provider: Alachua County Housing Authority**

- Young head of household (under 25 with children or pregnant)
- Current or past involvement with child welfare, including foster care
- Pending foreclosure of rental housing
- Extremely low income (less than 30% of AMI)
- High overcrowding (the number of persons exceeds health and/or safety standards for the housing unit size)
- Past institutional care
- Recent traumatic life event, such as the death of a spouse or caregiver, or recent health crisis, that prevented the household from meeting financial responsibilities
- Credit problems that preclude obtaining housing
- Significant amount of medical debt

#### **Rapid Re-Housing Assistance:**

Rapid re-housing assistance is available for persons who meet the minimum criteria (above) AND are homeless according to HUD's definition:

- Sleeping in an emergency shelter or in a place not meant for human habitation (car, park, abandoned building, sidewalk, etc.)
- Staying in a hospital or institution for up to 180 days but was sleeping in an emergency shelter or other place not meant for human habitation immediately prior to entry into that institution.
- Graduating from or timing out of a transitional housing program.
- Victim of domestic violence

Rapid Re-housing programs include short- or medium-term rental assistance and services for households who have barriers to housing, but who are likely to sustain housing after the subsidy ends. The Provider must determine potential participant's level of need, other resources available to them, and their appropriateness for the program. HPRP can be used for individuals (not just families), can be awarded for any number of months (up to 18), and does not require centralized intake or a community-wide screening tool (although both are recommended by HUD).

The program is not intended to provide long-term support. The assistance should be focused on housing stabilization, linking program participants to community resources and mainstream benefits, and helping them develop a plan for preventing future housing instability. In all cases, there must be a clear process for determining the type, level, and duration of assistance for each program participant. There are four categories of eligible activity, all of which are focused on housing: Financial Assistance; Housing Relocation and Stabilization; Data Collection and Evaluation; and Administrative Costs as follows:

# DRAFT

## ATTACHMENT 1

### **SCOPE & SCHEDULE OF SERVICES HOMELESSNESS PREVENTION AND RAPID RE-HOUSING PROGRAM**

**(September 30, 2009 – September 30, 2011)**

**Provider: Alachua County Housing Authority**

#### **A) Financial Assistance:**

##### **Short-Term and Medium-Term Tenant-Based Rental Assistance:**

Funding can be used to allow individuals and families to remain in their existing rental units or to help them obtain and help them remain in rental units that they select.

**Short-Term Assistance** cannot exceed rental costs accrued over a period of three months. If, at the 3-month point, a program participant needs additional financial assistance, they must be evaluated for eligibility to receive up to 15 months of additional assistance.

**Medium-Term Rental Assistance** cannot exceed actual rental costs accrued over a period of 4-18 months. All medium-term rental assistance recipients must be re-certified for eligibility at least once every three months. The provision of case management to recipients of short- and medium-term rental assistance is encouraged.

Rental Assistance can be used to pay up to 6 months of rental arrears for eligible program participants if that payment allows the program participant to remain in the housing unit for which the arrears are being paid or move to another unit. If arrears are paid, the time period that they covered is subtracted from the maximum number of months of rental assistance for which the program participant is eligible. (Ex: If someone receives assistance for six months' worth of arrears, s/he can receive a maximum of twelve months of rental assistance.)

All rental assistance must be in compliance with HUD's standards of "rent reasonableness." This assistance is available only one-time per individual or household. The maximum assistance per household cannot exceed \$1,600.00.

Rental assistance payments cannot be made on behalf of eligible individuals or households for the same period of time and same cost types that are being provided for through another Federal, state, or local housing subsidy program. Cost types include rent (either the client portion or the subsidy), security deposits, utility deposits, utility payments, moving cost assistance, and hotel/motel vouchers.

Assisted property may not be owned by the City, Provider, Partner Agencies or the parent, subsidiary or affiliated organization of the City, Provider or Partner Agencies.

# DRAFT

## ATTACHMENT 1

### **SCOPE & SCHEDULE OF SERVICES HOMELESSNESS PREVENTION AND RAPID RE-HOUSING PROGRAM**

**(September 30, 2009 – September 30, 2011)**

**Provider: Alachua County Housing Authority**

**Security and Utility Deposits:** Security and utility deposits covering the same period of time in which assistance is being provided through another housing subsidy program are eligible, as long as they cover separate cost types. (Ex: A program participant could receive a security deposit from HPRP even if s/he receives rental assistance from the HUD VASH program.)

**Utility Payments:** HPRP funds can be used for up to 18 months of utility payments, including 6 months of utility payments in arrears, provided that the participant or a member of his/her household has an account in his/her name with a utility company or proof of responsibility to make utility payments, such as cancelled checks or receipts from a utility company.

**Moving Cost Assistance:** HPRP funds can fund reasonable moving costs, such as truck rental, hiring a moving company, or short-term storage fees for a maximum of three months or until the program participant is in housing, whichever is shorter.

**Hotel/Motel Vouchers:** HPRP funds may be used for reasonable and appropriate motel and hotel vouchers for up to 30 days if no appropriate shelter beds are available and subsequent rental housing has been identified but is not immediately available for move-in.

#### **B) Housing Relocation and Stabilization:**

**Case Management:** HPRP funds can support case management activities such as arrangement, coordination, monitoring, and delivery of services related to meeting the housing needs of program participants and helping them to obtain housing stability. Component services include: Developing, securing, and coordinating services, Monitoring and evaluation of program participant progress, Assuring that program participant's rights are protected, and developing an individualized housing and service plan, including a path to permanent housing stability after HPRP assistance.

**Outreach and Engagement:** HPRP funds can be used for services or assistance designed to publicize the availability of programs to make persons who are homeless or almost homeless aware of these and other available services and programs.

**Housing Search and Placement:** These funds can support services or activities designed to assist individuals or families in locating, obtaining, and retaining suitable housing. Component services or activities may include: Tenant counseling, Assisting individuals and families with understanding leases, Securing utilities, Making moving arrangements, Representative payee services concerning rent and utilities, and Mediation and outreach to property owners related to locating or retaining housing,

# DRAFT

## ATTACHMENT 1

### **SCOPE & SCHEDULE OF SERVICES HOMELESSNESS PREVENTION AND RAPID RE-HOUSING PROGRAM**

**(September 30, 2009 – September 30, 2011)**

**Provider: Alachua County Housing Authority**

**Legal Services:** HPRP funds can be used for legal services to help people stay in their homes, such as services or activities provided by a lawyer or other person(s) under the supervision of a lawyer to assist program participants with legal advice and representation in administrative or court proceedings related to tenant/landlord matters or housing issues. Legal services related to mortgages are not eligible.

**Credit Repair:** HPRP funds may be used for services that assist program participants with skills related to household budgeting, money management, accessing a free credit report, and resolving personal credit issues.

#### **C) Data Collection and Evaluation:**

**Data Collection:** Data collection and reporting must be conducted through HMIS or a comparable client-level database. Reasonable and appropriate costs associated with operating an HMIS for purposes of collecting and reporting data required under HPRP and analyzing patterns of use of HPRP funds are eligible. These costs include:

- HMIS software purchases and user licenses;
- Leasing or purchasing needed computer equipment for providers and the central server;
- Costs associated with data collection, entry, and analysis; and
- Staffing associated with the operation of HMIS.

Note: Ineligible Data Collection costs include planning and development of HMIS systems, development of new software systems, and replacing state and local government funding for an existing HMIS. Only those jurisdictions that do not have an HMIS already implemented can use these funds for HMIS implementation or start-up.

**Evaluation:** HPRP funds are eligible for costs to participate in HUD research and evaluation of the program.

#### **D) Administrative Costs:**

No more than 2.5% of the total HPRP grant may be spent on administrative costs. Allowable administrative costs include:

- Accounting for the use of grant funds
- Preparing reports for submission to HUD
- Obtaining program audits
- Staff salaries associated with these administrative costs

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## ATTACHMENT 1

### **SCOPE & SCHEDULE OF SERVICES HOMELESSNESS PREVENTION AND RAPID RE-HOUSING PROGRAM**

**(September 30, 2009 – September 30, 2011)**

**Provider: Alachua County Housing Authority**

- Training for staff who administer the program or case managers who will serve program participants, as long as this training is directly related to learning about HPRP.

Ineligible Administration costs include the costs of issuing financial assistance, providing housing relocation and stabilization services, or carrying out eligible data collection and evaluation activities. These costs should be included in one of the other activity categories.

#### **E) Ineligible Activities:**

The following costs cannot be funded with HPRP funds:

- Activities that can be funded with other Recovery Act program funds, such as employment training or child care,
- Mortgage costs or other expenses needed by homeowners for fees, taxes, or other costs of refinancing a mortgage,
- Construction or rehabilitation,
- Credit card bills or consumer debt,
- Car repair or transportation costs,
- Travel costs, Food, Medical or dental care or medicines,
- Clothing and grooming costs, home furnishings, pet care,
- Entertainment activities,
- Work or education-related materials,
- Cash assistance to program participants,
- Discharge planning initiatives,
- Certifications, licenses, and other general training costs not specific to HPRP program operations,

**Programs may not charge fees to program participants. Funds must be issued directly to the appropriate third party, such as the landlord or utility company, not directly to program participants.**



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**ATTACHMENT 1**

**SCOPE & SCHEDULE OF SERVICES  
HOMELESSNESS PREVENTION AND  
RAPID RE-HOUSING PROGRAM**

**(September 30, 2009 – September 30, 2011)**

**Provider: Alachua County Housing Authority**

**4) Meet the Following “Required Expenditure and Performance Threshold” Criteria:**

The following “Required Expenditure Threshold” criteria have been established to guide the Provider in structuring and scheduling their expenditure of HPRP funds received through the Agreement. The thresholds will be utilized to determine performance including, but not limited to, determinations of future awards of funds, additional funding requests and/or determinations for recapture of funding. The following breakdown below represents contract end date of September 30, 2010:

<b>Milestone Dates/Quarters</b>	<b>Minimum Required Expenditure Threshold</b>
December 31, 2009 (Quarter 2) Report Due 5 Days After Quarter	50% of Contracted Amount Expended 50% of Proposed Accomplishments Met
March 31, 2010 (Quarter 3) Report Due 5 Days After Quarter	80% of Contracted Amount Expended 80% of Proposed Accomplishments Met
September 30, 2010 (Quarter 4) Report Due 10 Days After Quarter (Annual)	100% of Contracted Amount Expended 100% of Proposed Accomplishments Met

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**ATTACHMENT 2**

**AGREEMENT BUDGET  
HOMELESSNESS PREVENTION AND  
RAPID RE-HOUSING PROGRAM  
(September 30, 2009 – September 30, 2011)  
Provider: Alachua County Housing Authority**

All expenditures in this program will be designed to provide housing-related assistance in accordance with the Agreement. Program activities detailed in the budget below include, but may not be limited to, the following:

<b>• Financial assistance</b>	\$191,660
o Short term and medium term rental assistance	
o Security deposits and utility deposits	
o Utility payments	
o Moving cost assistance	
o Motel/hotel vouchers	
<b>• Housing Relocation and Stabilization Services</b>	\$298,356
o Housing stability and placement	
o Case management activities	
o Outreach and engagement	
o Housing search and placement	
o Legal services	
o Credit repair	
<b>• Data Collection and Evaluation</b>	\$50,369
o HMIS Coordination	
o Program Evaluation	
<b>• Administration Costs</b>	\$27,019
o Accounting for use of funds	
o Grant administration and	
o Reporting requirements for HUD.	

**Total Year 1 of HPRP Grant:** **\$567,404**

**Match: Grantees are not required to match HPRP funds with any other funding.**

All activity costs shall conform to the approved budget contained in the Agreement and as described in Attachment 1, Scopes & Schedule of Services for the HPRP. Any variance from the approved budget shall require approval as provided in this Agreement.

**ATTACHMENT 3**

**DRAFT  
CITY OF GAINESVILLE**

**Homelessness Prevention and Rapid Re-Housing Program Grantees under the American Recovery and Reinvestment Act of 2009 (HPRP)**

A. **Subrecipient:** ALACHUA COUNTY HOUSING AUTHORITY

B. **Reporting Period:** \_\_\_\_\_

C. **Program Revenues:**

	<b>Approved Budget</b>	<b>Current Period</b>	<b>Cumulative To-Date</b>	<b>Available Balance</b>
1. City of Gainesville/ HPRP Funds				
2. Subrecipient/ Matching Contribution				
3. Other Funds (please specify)				
<b>Total Revenues:</b>				

D. **Program Expenditures:**

	<b>Approved Budget</b>	<b>Current Period</b>	<b>Cumulative To-Date</b>	<b>Available Balance</b>
Financial Assistance				
2. Housing Relocation and Stabilization Services				
3. Data Collection/Evaluation				
4. Administrative Costs				
5. Other (Specify)				
6. Match (if applicable)				
<b>Total Expenditures:</b>				

E. HPRP funds now requested: \$ \_\_\_\_\_

**I CERTIFY THAT, TO THE BEST OF MY KNOWLEDGE, THE DATA REPORTED HEREIN IS CORRECT.**

Authorized Signature: \_\_\_\_\_

Title: \_\_\_\_\_ Page 27 of 31 Date: \_\_\_\_\_

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**ATTACHMENT 4A**  
**Homelessness Prevention and Rapid Re-Housing Program Grantees**  
**under the American Recovery and Reinvestment Act of 2009 (HPRP)**  
**Monthly Progress Report**

At this time, the U.S. Department of HUD has not provided a final report format for HPRP reporting. In the interim, the Provider must to submit reports in the draft format as required by the U.S. Department of HUD. The draft format has been incorporated and referenced herein, Homelessness Prevention & Rapid Re-Housing Program (HPRP), Quarterly Performance Report: Elements, Response Categories and Justification.

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**ATTACHMENT 4A**  
**Homelessness Prevention and Rapid Re-Housing Program Grantees**  
**under the American Recovery and Reinvestment Act of 2009 (HPRP)**  
**Quarterly Progress Report**

At this time, the U.S. Department of HUD has not provided a final report format for HPRP reporting. In the interim, the Provider must to submit reports in the draft format as required by the U.S. Department of HUD. The draft format has been incorporated and referenced herein, Homelessness Prevention & Rapid Re-Housing Program (HPRP), Quarterly Performance Report: Elements, Response Categories and Justification.

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**ATTACHMENT 4B**  
**Homelessness Prevention and Rapid Re-Housing Program Grantees**  
**under the American Recovery and Reinvestment Act of 2009 (HPRP)**  
**Annual Progress Report**

At this time, the U.S. Department of HUD has not provided a final report format for HPRP reporting. In the interim, the Provider must to submit reports in the draft format as required by the U.S. Department of HUD. The draft format has been incorporated and referenced herein, Homelessness Prevention & Rapid Re-Housing Program (HPRP), Quarterly Performance Report: Elements, Response Categories and Justification.

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ATTACHMENT 5

CITY OF GAINESVILLE

Homelessness Prevention and Rapid Re-Housing Program  
Grantees under the American Recovery and Reinvestment  
Act of 2009 (HPRP)

PROGRAM INCOME REPORT

AGENCY NAME: \_\_\_\_\_

REPORTING PERIOD: \_\_\_\_\_ TO \_\_\_\_\_

- (a) Balance of funds (program income) at beginning of reporting period \$ \_\_\_\_\_
- (b) Additions: program income received  
Source(s): \_\_\_\_\_ \$ \_\_\_\_\_  
\_\_\_\_\_ \$ \_\_\_\_\_  
\_\_\_\_\_ \$ \_\_\_\_\_  
\_\_\_\_\_ \$ \_\_\_\_\_
- (c) Program income disbursements for prior reporting period activity \$ \_\_\_\_\_
- (d) Balance of funds (program income) at end of reporting period \$ \_\_\_\_\_