

**GRANT AGREEMENT
2019 HOUSING TRUST FUND
HOMELESS REDUCTION GRANT PROGRAM
19-HTF-035**

This Grant Agreement is made by and between the **Virginia Department of Housing and Community Development (“DHCD”)** and **City of Hampton (“Grantee”)** for the period **January 1, 2019 to April 30, 2020** in the total amount of **\$100,000**.

The Homeless Reduction Grants are funded through Virginia’s Housing Trust Fund, a state appropriation of \$11 Million for the fiscal year 2019 budget. The Department may use up to 20 percent of the Fund for grants to reduce homelessness with priority consideration given to projects targeted to homeless youth and families. The Grant is subject to the terms, guidelines and regulations set forth in the Program Guidelines and any subsequent amendments to the guidelines, the laws of the Commonwealth of Virginia and federal law.

I. Scope of Services

Funds are for targeted efforts to reduce homelessness. Eligible activities include rapid re-housing, housing stabilization services for permanent supportive housing, and predevelopment of permanent supportive housing. The program goals are to provide effective and efficient assistance to reduce the length of time households experience homelessness, to reduce the number of households returning to homelessness and to provide supportive services for permanent supportive housing programs.

II. Conditions

A. Reimbursement

Funds are disbursed on a reimbursement basis. Grantees must submit remittances in DHCD’s Centralized Application Management System (CAMS) and be able to provide documentation that the work, services, or cost occurred within the grant period and the expenses were paid appropriately by the Grantee. Grantees may elect to submit remittances on a monthly or bi-monthly basis. The option selected should be adhered to throughout the year. Supporting documentation must clearly indicate the period for which the reimbursement is requested.

B. Reporting

Grantees must submit reports as required by DHCD. Such reports may include, but are not limited to, outcomes and performance reports. Any required reports and their due dates will be announced by DHCD along with any relevant instruction. Submission of reports implies approval from the executive director and is considered final. DHCD reserves the right to withhold reimbursement payments if the Grantee fails to submit the reports.

Year-End Report

The Grantee must submit a year-end report no later than the tenth day of May 2020.

C. Continuum of Care Participation

Grantees must actively participate in the Homeless Management Information System

(HMIS) and regional continuum of care or balance of state local planning groups. In addition, Grantees must assure full participation in annual point-in-time and housing inventory counts.

D. Accounting

The Grantee must adhere to Generally Accepted Accounting Principles (GAAP). The Grantee shall establish and maintain separate accounts within its existing accounting system or set up accounts independently. The Grantee shall record in its accounting system all grant payments received pursuant to the grant and all other match funds provided for, accruing to, or otherwise received on account of the grant.

All costs charged to the grant shall be supported by properly executed payrolls, timesheets, contracts, or vouchers evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, contracts, vouchers, or other accounting documents pertaining in whole or in part to the grant shall be clearly identified, readily accessible, and separate and distinct from all other such documents. Such documents shall reside at the offices of the grantee.

E. DHCD Notification

Grantee must notify DHCD of any potentially illegal act, such as misuse of grant funds or fair housing violations, immediately upon knowledge of such act. In addition, Grantee must notify DHCD should any other local, federal or state agency uncover evidence of any potentially illegal act. Grantee must notify DHCD if there is a change in agency management and/or fiscal personnel. Failure to do so will constitute a finding and may result in repayment of funds by the Grantee, the de-obligation of current funding and the preclusion of future funding.

F. Audit

All grantees, sub-grantees, CHDOs, and sub-recipients, localities, developers, or any other organizations that receive funding during a specific program year are required to submit one of the following financial documents: Financial Statement**, Reviewed Financial Statement prepared by an independent Certified Public Accountant (CPA), Audited Financial Statement prepared by an independent CPA or an OMB A-133 Audit (Single Audit) prepared by an independent CPA. Please see the table below to determine which document your organization is required to submit.

The threshold requirements outlined below are the minimal standards required by DHCD. We strongly encourage all organizations receiving funds from DHCD to undertake the highest level of financial management review to ensure practices and procedures are fully examined and evaluated.

Threshold Requirement	Document
Total annual expenditures ≤\$100,000 – regardless of source	Financial Statement prepared by organizations**
Total annual expenditure between \$100,001 and \$300,000 – regardless of source	Reviewed Financial Statement prepared by an Independent Certified Public Accountant (CPA)
Total annual expenditures	Audited Financial Statement prepared

> \$300,000 – regardless of source	by an Independent CPA
Federal expenditures \geq \$750,000	2 CFR 200 Subpart F Audit - prepared by an Independent CPA

**Does not require preparation by a CPA

Entities shall file the required financial document in the Centralized Application and Management System (CAMS) within nine (9) months after the end of their fiscal year or 30 (thirty) days after it has been accepted (Reviewed Financial Statement, Audited Financial Statement, and OMB A-133 Audit only) -whichever comes first.

The full DHCD Audit Policy, including an explanation of the specific document requirements, can be found online at:
http://www.dhcd.virginia.gov/images/DHCD/DHCD_Audit_Policy.pdf

G. Compliance

Grantees with outstanding audit findings, IRS findings, DHCD monitoring findings or other compliance issues are not eligible to receive allocations. DHCD will work with all interested parties toward the resolution of unresolved matters, where appropriate.

H. Maintenance of Records

Records shall be readily accessible to DHCD, appropriate state and federal agencies, and the general public during the course of the grant agreement and shall remain intact and accessible for five years thereafter. The exception is in the event that any litigation claim or audit is started before expiration of the five-year period, the records shall be retained until such action is resolved.

I. Costs Incurred Prior To Grant Agreement Execution

No costs incurred prior to the start of the contract period shall be eligible for reimbursement with grant funds, unless incurred costs are authorized in writing by DHCD.

J. Expenditure Review

DHCD will monitor expenditure rates to ensure state resources are maximized. Failure to expend funds proportionately throughout the contract period may result in the de-obligation of funds. DHCD reserves the right to de-obligate funds at any time during the contract period and reallocate as deemed appropriate within the CoC/LPG or statewide based on compliance, performance, need, and available funding.

K. Termination, Suspension, Conditions

If through any cause, the Grantee fails to comply with the terms, conditions or requirements of the contract documents, DHCD may terminate or suspend this Agreement by giving written notice of the same and specifying the effective date of termination or suspension at least five (5) days prior to such action.

In the case of contract violation by the Grantee, DHCD may request that all or some of the grant funds be returned, even if the Grantee has already expended the funds. The Grantee agrees to return such funds as requested by DHCD within 30 days of the written request.

L. Subsequent Contracts

The Grantee shall remain fully obligated under the provisions of the Grant Agreement notwithstanding its designation of any subsequent or third parties for the undertaking of all or part of the activities for which the Grant assistance is being provided to the Grantee.

The Grantee agrees to ensure that any contractor or subcontractor who is not the Grantee shall comply with all the lawful requirements of the Grantee necessary to insure that the project for which this assistance is being provided under this Agreement are carried out in accordance with the Grantee's Assurances and Certifications.

M. Default

A default is any unapproved use of grant funds. Upon due notice to the Grantee of the occurrence of any such default and the provision of a reasonable opportunity to respond, DHCD may take one or more of the following actions:

- (1) direct the Grantee to submit progress schedules for completing approved activities;
- (2) issue a letter of warning advising the Grantee of the default, establishing a date by which corrective actions must be completed and putting the Grantee on notice that more serious actions will be taken if the default is not corrected or is repeated;
- (3) direct the Grantee to suspend, discontinue or not incur costs for the affected activity;
- (4) require the Grantee to reimburse DHCD for costs inappropriately charged to the program;
- (5) other appropriate action including , but not limited to, any remedial action legally available, such as affirmative litigation seeking declaratory judgment, specific performance, damages, temporary or permanent injunctions and any other available remedies.

No delay or omissions by DHCD in exercising any right or remedy available to it under the Agreement shall impair any such right to remedy or constitute a waiver or acquiescence in any Grantee default.

N. Conflict of Interest

Grantees shall ensure that the provision of any type or amount of assistance may not be conditional on an individual's or family's acceptance or occupancy of housing owned by the grantee, the sub-grantee, a parent organization, or subsidiary. Grantees/sub-grantees, parent organizations, or subsidiaries may not administer rapid re-housing or prevention assistance and use the assistance for households residing in units owned by the grantee/sub-grantee, parent organization, or subsidiary.

Individuals (employees, agents, consultants, officers, or elected or appointed officials of the grantee or sub-grantee) may not both participate in decision-making related to determining eligibility and receive any financial benefit. This financial benefit may not be received by the specific individual, any member of his/her immediate family or a business interest. The restriction applies throughout tenure in the position and for a one-year period following tenure.

O. Religious Influence

The Grantee shall perform activities and all financial and stabilization services in a manner that is free from religious influence.

III. Additional Assurances

- A. Grantee will give the Virginia Department of Housing and Community Development, the Comptroller, HUD and any other authorized state or federal representatives access to and the right to examine all records, books, papers, or documents related to the Grant.
- B. In accordance with federal law, grantee will provide that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin, in any phases of employment or in any phase of service delivery.

IV. Additional Certifications:

The Grantee certifies that it will comply with the following:

(a) Freedom of Information Act (5 U.S.C 552) and Virginia Freedom of Information Act;

(b) Virginia Fair Employment Contracting Act;

(c) Fair Housing Act (42 U.S.C. 3601-20), and implementing measures under:

- 24 CFR 100 (discriminatory conduct under Fair Housing Act);
- Executive Order 11063 and regulations at 24 CFR 107 (preventing discrimination on basis of race, color, creed, or national origin);
- 24 CFR Part 8 (prohibiting discrimination against handicapped individuals);
- Title VIII of Civil Rights Act of 1968 as amended (prohibiting discrimination based on race, color, national origin, religion, sex, familial status [including children under the age of 18 living with parents or legal custodians, pregnant women, and people securing custody of children under the age of 18], and disability)

(e) Age Discrimination Act of 1975 (42 U.S.C. 6101-07) and implementing regulations at:

- 24 CFR 146 (nondiscrimination on basis of age in HUD programs);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794);

(f) 24 CFR 574.320 (Federal rent standards for rental assistance, requiring rents to be charged no greater than appropriate Fair Market Rent levels);

(g) 24 CFR Part 35 (Federal lead-based paint provisions, requiring visual inspections and stabilization of paint before commencement of occupancy);

(h) Adhere to Executive Orders 11625, 12432, and 12138, that Grantee must make

efforts to encourage participation of minority and women-owned business enterprises in connection with funded activities;

- Encourage participation of locally-owned enterprises in connection with funded activities;

(i) McKinney-Vento Homeless Assistance Program Regulations;

(j) Anti-lobbying Certification;

(k) Drug Free Workplace.

If requested by DHCD:

1. A Grantee that is a unit of local government agrees to assume the status of a responsible Federal official under the National Environmental Policy Act (NEPA) of 1969 and other provisions of Federal law as specified at 24 CFR 58 and 58.5 and agrees to comply with these NEPA regulations.
2. All Grantees that are not units of local government agree to assist DHCD in carrying out 24 CFR 58 and 58.5.

The Agreement is hereby executed by the parties on the date set forth below their respective signatures as follows:

Virginia Department of Housing and Community Development



Pamela G. Kestner

April 19, 2019

Date

City of Hampton

Signature

Name (printed or typed)

Title

Date