

SUBRECIPIENT AGREEMENT – EMERGENCY SOLUTIONS GRANT

THIS SUBRECIPIENT AGREEMENT: (GMBA: 22ES1/22ES3; IDIS: 5071/5073) (“Agreement”),

Effective this date: January 1, 2022 by and between **HEARTLAND DIVISION – THE SALVATION ARMY USA CENTRAL TERRITORY** (“SUBRECIPIENT”), AND THE CITY OF PEORIA, Illinois, an Illinois unit of local government (“City”) for the Family Shelter Program.

WITNESSETH

WHEREAS, the City is a recipient of funds from the United States Department of Housing and Urban Development (“HUD”) under the Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009 (“HEARTH Act”), as administrator of the Emergency Solutions Grant (“ESG”) having the Catalog of Federal Domestic Assistance number 14.231, pursuant to which HUD has agreed to make a grant to the City under Federal Award Identification Number **E-21-MC-17-0018**, the proceeds of which are to be used to provide **Emergency Shelter operation costs and costs for contributing data to the local Homeless Management Information System (HMIS)** (as hereinafter defined) under the City ESG funds (“Project”); AND

WHEREAS, the Subrecipient, **SALVATION ARMY**, with DUNS # **125438239** and the FEIN # **36-2167910** has been selected by the City pursuant to Peoria City Council approval dated **November 9, 2021**, under item # **21-341** in connection with the Project; AND

WHEREAS, it is a condition of the Project under the City ESG funds that the Subrecipient enter into and be bound by this Agreement.

In consideration of the recitals set forth above and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. **RECITALS.** The foregoing recitals are made a part of this Agreement.
2. **GENERAL CONDITIONS.** This Agreement and the Project shall be subject to the applicable terms and conditions of the Emergency Solutions Grant under the Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009 [Docket No. FR-5474-I-01].

The term “Duration of the Agreement” shall commence on **January 1, 2022**, and conclude on **December 31, 2023**.

Project funds, as hereinafter defined, will be expended for eligible costs incurred by the Subrecipient during **January 1, 2022, to December 31, 2022**. Future Project funds to be expended during **January 1, 2023, to December 31, 2023**, will be awarded by the City to the Subrecipient based upon the percentage of the total ESG funding allocation available from the final HUD ESG grant received by the City in **2021**. Refer to Section 5a of the Agreement for the specific percentage. Once funds are available for the second year of this agreement, the City will complete a Budget Amendment to reflect the applicable Project funds.

3. **SUBRECIPIENT REPRESENTATIONS AND WARRANTIES.** The Subrecipient represents and warrants to the City as follows:
 - a. Official Contact Person for the Subrecipient:

Name:	Amber Kessler, Social Services Administrator
Telephone:	309.655.7272
Email Address:	amber.kessler@usc.salvationarmy.org

- b. The Subrecipient understands and agrees, among other things, that the selection of the Subrecipient for the purposes of completing the Project shall not deem the Subrecipient or its employees, City employees.
 - c. The Subrecipient shall be responsible to the City for the acts and omissions of the Subrecipient’s employees.
 - d. The Subrecipient is a private non-profit organization.
 - e. The Subrecipient shall only perform the work for the Project outlined in this Agreement. All other work performed or assistance provided by the Subrecipient which is outside this Agreement, excluding work or assistance amended by Budget Amendments/Revisions (as hereinafter described), shall not be compensated by the City to the Subrecipient.
 - f. The Subrecipient agrees to comply with all requirements of ESG and applicable cross-cutting Federal Assurances and Certifications (“Exhibit A”).
 - g. The Subrecipient certifies that it is not currently barred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal or State department or agency, or is currently barred or suspended from contracting with the State under Section 50-35(f), 50-35(g) or 50-65 of the Illinois Procurement Code, 30 ILCS 500/1-1 et seq.
 - i. If at any time during the term of this Agreement, the Subrecipient becomes barred, suspended, or excluded from participation in this transaction, the Subrecipient must, within thirty (30) days of becoming barred, suspended or excluded, provide to the City a written description of each offense causing the exclusion, the date(s) of the offense, the action(s) causing the offense(s), any penalty assessed or sentence imposed, and the date any penalty was paid or sentence complete.
 - h. The Subrecipient has an acceptable past performance record with the City.
4. **SYSTEM COORDINATION.** The HEARTH Act requires ESG recipients to consult with Continuums of Care in allocating funds for eligible activities; developing funding, policies, and performance standards for ESG activities; evaluating outcomes of ESG assisted projects; and development of procedures for the administration and operation of HMIS.

The City works with the Home for All Homeless Continuum of Care in order to coordinate the allocation, use and oversight of ESG funds. Subrecipients are subject to all Home for All policies and procedures in place at the effective date of this agreement and the Subrecipient agrees to achieve compliance with any new policy or procedure implemented by the Home For All throughout the duration of this agreement in a reasonable time frame as determined by the Home for All and the City at the time of the establishment of new policy.

5. **TERMS AND CONDITIONS OF THE PROJECT.** An approved project goals, description and budget sheet is incorporated in this Agreement as “Exhibit B”. In addition, the Project shall be subject to the following terms and conditions:
- a. **Project Cost.** The overall Project Cost shall be in the amount of **Thirteen Thousand Three Hundred Twenty-Nine and 0/100 Dollars (\$13,329.00)**, which represents 9 percent (%) of the total ESG funding allocation available for the City’s program year 2021. This amount shall be paid directly to the Subrecipient during the Project in the amounts specified below:

COST CATEGORY DESCRIPTION	BUDGET AMOUNT
Emergency Shelter Operations - Maintenance	\$2,804.00
Emergency Shelter Operations - Utilities	\$5,500.00
Emergency Shelter Operations - Meals	\$4,800.00
HMIS User Participation Fees	\$225.00
TOTAL	\$13,329.00

- b. Cost Category Definitions. The definitions listed below will help to identify allowable costs for each of the Cost Categories. Any costs not specifically named below should be verified to be allowable by the City prior to incurring the cost.

COST CATEGORY	DEFINITIONS
Emergency Shelter Operations – Cost of Maintenance	<ul style="list-style-type: none"> • Including minor or routine repairs
Emergency Shelter Operations – Utilities	<ul style="list-style-type: none"> • Utilities for shelter space
Emergency Shelter Operations – Food/Meal	<ul style="list-style-type: none"> • For shelter residents
HMIS	<ul style="list-style-type: none"> • Participation fees charged by HMIS Lead Agency of the HOIHCOG

- c. Budget Revisions/Amendments. The Subrecipient shall not obligate, encumber, spend or otherwise utilize ESG funds for any activity or purpose not included or not in conformance with the budget as apportioned and as submitted to the City unless:
- i. The Subrecipient has received explicit written approval from the City to undertake such actions, or
 - ii. Budget changes may be among approved project activities and among approved budget categories so long as the specific project activity has been approved, there is no change to the total grant amount, and the changes to the budget are documented.
- d. Payment/Program Procedure. The City shall maintain possession of the Project funds during the Duration of the Agreement and until approval to make disbursement is given by the City. Funds will be disbursed on a quarterly basis after approval is given by the City for each quarter.
- i. Prior to the end of the first quarter of each contract year, the City will provide Subrecipient with required quarterly disbursement request forms that must be completed and approved by the Subrecipient and the City prior to quarterly disbursement. Subrecipient agrees to provide any supporting documentation requested by the City in order to process the reimbursement. Quarterly disbursement request forms and supporting documentation must be submitted to the City by the 15th of the month after the close of the quarter.
 - ii. If a rental or utility assistance component is approved under this agreement, the Subrecipient will issue payments directly to the third-party landlord or utility company. Reimbursement for these payments will be provided as part of the monthly reimbursement process due to the City on the 15th of every month.
- e. Matching Requirement. The Subrecipient agrees to provide cash contribution match of 110% of the amount awarded under this Agreement. Subrecipient agrees to comply with the requirements and provide a completed version of this form with all required attachments no later than January 15 following a completed year of ESG programming.
- f. Changes in Project. This Agreement and its exhibits shall not be altered or amended except in writing signed by the parties hereto.
- g. Errors and Omissions/Compliance. The Subrecipient agrees, upon request by the City or its representative, to fully cooperate and adjust for clerical errors, any or all documents if deemed necessary or desirable in the reasonable discretion of the City.

6. **REPORTING AND MONITORING REQUIREMENTS.**

- a. The Subrecipient will comply with HUD’s standards for participation in a local Homeless Management Information System (“HMIS”) and the collection and reporting of client-level information. If Subrecipient is a Domestic Violence provider, Subrecipient must participate in a comparable database in terms of functionality, data collection and reporting capacity that can meet all reporting requirements that the local HMIS system is able to meet.

- b. The City will perform project monitoring for work quality, programmatic activities, fiscal documentation and site inspections. Notification of monitoring will be provided to the Subrecipient prior to visits.
- c. Evaluations and disclosure of findings will be provided to the Subrecipient in writing within 45 days of a monitoring visit.
- d. If the Subrecipient fails to meet the goals and objectives of the Project, the City will attempt to find a mutually agreeable timeline to assist the Subrecipient in meeting program requirements.
- e. Technical assistance will be provided by the City prior to any issuance of a finding and will be provided upon the request of the Subrecipient.
- f. Project monitoring will be used to assure compliance with ESG regulations and Project performance. If compliance is not met, the Project will not continue and the grant will be re-distributed.
- g. The Subrecipient agrees to provide client level data, project activity and any other reporting information as requested by the City.
- h. Confidentiality. The Subrecipient certifies that it will develop and implement written procedures to ensure:
 - i. All records containing personally identifying information of any individual or family who applies for and/or receives ESG assistance will be kept confidential;
 - ii. The address or location of any domestic violence, dating violence, sexual assault, or stalking shelter project assisted under ESG will not be made public, except with written authorization of the person responsible for the operations of the shelter; AND
 - iii. The address or location of any housing of the program participant will not be made public, except to the extent that this prohibition contradicts a preexisting privacy policy of the Subrecipient and is consistent with state and local laws regarding privacy and obligations of confidentiality.

7. **ADMINISTRATIVE REQUIREMENTS.**

- a. Financial Management. The Subrecipient is a nonprofit organization and agrees to comply with 2 CFR 200 and agrees to adhere to the accounting principles and procedures required therein, develop and implement adequate internal financial controls, and maintain required source documentation for all cost incurred.
- b. Recordkeeping and Retention.
 - i. The Subrecipient agrees to maintain all records required by the ESG regulations, including:
 - Records documenting that ESG activities are eligible;
 - Records documenting the eligibility of program participants;
 - Records documenting that each participant received an intake assessment;
 - Records providing a full description of each activity undertaken;
 - Records documenting compliance with fair housing and equal opportunity cross-cutting regulations;
 - Financial records illustrating appropriate accounting principles applied;
 - Records accounting for staff time and activities relating to ESG allocations and draw requests; AND
 - Any other records necessary to demonstrate compliance with ESG regulations and project activities
 - ii. The Subrecipient shall retain all records pertinent to allocations incurred under this Agreement for five (5) years after the termination of all activities funded under this Agreement. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records, the records must be retained until completion of the actions and resolution of all issues, or the expiration of the five (5) year period, whichever occurs later.

- c. Client Data. The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include at a minimum the HMIS Data and Technical Standards prescribed by HUD. Such information shall be made available to City monitors or their designee for review upon request.
 - d. Audits and Inspections. All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the City, representatives of the Federal Government and their designees, at any time during normal business hours, as often as the City deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Actions required to resolve any discrepancies noted in the audit report must be agreed upon by the Subrecipient within 30 days after receipt of the audit report. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current City policy concerning Subrecipient audits and, as applicable under 2 CFR part 200.
 - e. Procurement. The Subrecipient shall comply with the procurement policies and requirements of the City and HUD concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the City upon termination of this Agreement. HUD procurement policies and requirements for non-profit Subrecipients are contained in 2 CFR part 200.
 - f. Costs Incurred Prior to Duration of Agreement. No costs incurred prior to **January 1, 2020** shall be eligible for reimbursement with ESG funds.
8. **PROHIBITION AGAINST HIRING CITY EMPLOYEES**. Subrecipient agrees, as a condition of accepting this Agreement with the City, that for a period of one year following completion of this Agreement, that it shall be prohibited from hiring, directly or indirectly, any City employee or official who was involved, directly or indirectly in: (1) the selection and/or recommendation to select the Subrecipient for performance of this Agreement; (2) coordinating the efforts of the Subrecipient in the consummation or completion of this Agreement; or (3) monitoring or determining the performance of the Subrecipient. The Subrecipient further acknowledges and agrees that upon the City's determination that a violation of this provision has occurred, the penalty imposed, at the sole discretion of the City, may include one or more of the following; (1) cancellation of any other contract(s) between the City and the Subrecipient; (2) disqualification of the Subrecipient from bidding or being awarded future contracts with the City for a period of 2 years; and/or (3) payment of liquidated damages to the City in the amount of \$25,000.
 9. **CONFLICT OF INTEREST**. With respect to the use of ESG funds to procure services, equipment, supplies or other property, the Subrecipient shall comply with 2 CFR part 200. With respect to all other decisions involving the use of ESG funds, the following restrictions shall apply: No person who is an employee, agency consultant, officer, or elected or appointed official of the Subrecipient and who exercises or has exercised any functions or responsibilities with respect to assisted activities, 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 person or financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the process thereunder, either for himself or herself or for those with whom he or she has family or business ties, during his or her tenure for one year thereafter. If a conflict or a potential or perceived conflict of interest is to occur, the Subrecipient must contact the City to determine whether an exception will be allowed as prescribed by the applicable federal regulations.
 10. **HOLD HARMLESS**. The Subrecipient shall hold harmless, defend and indemnify the City from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient's performance or non-performance of the services or subject matter called for in this Agreement.

11. **ENVIRONMENTAL REQUIREMENTS.** The ESG approved activities under this agreement are exempt from environmental review under the National Environmental Policy Act of 1969 (42 U.S.C. 4321).
12. **EQUAL PARTICIPATION OF RELIGIOUS ORGANIZATIONS.**
- a. Organizations that are religious or faith-based are eligible, on the same basis as any other organization, to participate in ESG.
 - b. The Subrecipient may not engage in inherently religious activities, such as worship, religious instruction, or proselytization as part of the programs or services funded under ESG. If the Subrecipient conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded under ESG, and participation must be voluntary for the program participants.
 - c. A religious Subrecipient that receives ESG funding will retain its independence from Federal, State, and local governments, and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that it does not use direct ESG funds to support any inherently religious activities, such as worship, religious instruction, or proselytization. Among other things, faith-based Subrecipients may use space in their facilities to provide ESG funded services, without removing religious art, icons, scriptures, or other religious symbols. In addition, a Subrecipient retains its authority over its internal governance, and it may retain religious terms in its name, select its board members on a religious basis, and include religious references in its mission statements and other governing documents.
 - d. The Subrecipient that participates in ESG shall not, in providing program assistance, discriminate against a program participant or prospective program participant on the basis of religion or religious belief.
 - e. If the Subrecipient voluntarily contributes its own funds to supplement federally funded activities, the Subrecipient has the option to segregate the federal funds or commingle them. However, if the funds are commingled, the requirements listed above apply to all of the commingled funds.
13. **ANTI-LOBBYING.** To the best of the Subrecipient's knowledge and belief:
- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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, the Contractor will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
14. **DEFAULT.** Violation of any of the provisions of this Agreement by the Subrecipient shall be deemed an "Event of Default" hereunder. The City shall give written notice of an Event of Default to the Subrecipient, as provided in Paragraph 16 hereof. If such Event of Default is not corrected to the satisfaction of the City within thirty (30) days after the date such notice is given, or within such further time as the City in its sole discretion permits (but if such Event of Default is of a nature that it cannot be cured within such thirty (30) day period, then so long as the Subrecipient commences to cure within such thirty (30) day period and diligently pursues such cure to completion within a reasonable period not to exceed one hundred twenty (120) days from the date of such notice, it shall not be considered to be an Event of Default, the City may declare a default under this Agreement ("Default"), effective on the date of such declaration of Default and notice thereof to the Subrecipient, and upon such default the City may:

- a. Terminate this Agreement;

- b. Exercise any rights it may have under the Agreement; and
- c. Exercise such other rights or remedies as may be available to the City, at law or in equity.

The City's remedies are cumulative, and the exercise of one remedy shall not be deemed an election of remedies, nor foreclose the exercise of any other remedy by the City. No waiver of any Event of Default of this Agreement by the City shall be deemed to be a waiver of any other Event of Default or a subsequent Event of Default. If the City fails to exercise, or delays in exercising, any right under this Agreement, such failure or delay shall not be deemed a waiver of such right or any other right.

In accordance with 2 CFR 200.339 parts (3) and (4), this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

15. **NOTICES.** Any notice, demand, request or other communication that any party may desire or may be required to give to any other party hereunder shall be given in writing, at the addresses set forth in the preliminary paragraph hereof, by any of the following means: (a) personal service; (b) electronic communication, whether by telegram or telecopier, together with confirmation of transmission; (c) overnight courier; or (d) registered or certified United States mail, postage prepaid, return receipt requested. Such addresses may be changed by notice to the other party given in the same manner as herein provided. Any notice, demand, request or other communication sent pursuant to either subsection 15(a) or 15(b) hereof shall be served and effective upon such personal service or upon dispatch by such electronic means. Any notice, demand, request or other communication sent pursuant to subsection 15(c) shall be served and effective one business day after deposit with the overnight courier. Any notice, demand, request or other communication sent pursuant to subsection 15(d) shall be served and effective three (3) business days after proper deposit with the United States Postal Service.
16. **SUCCESSORS.** This Agreement shall bind, and the benefits shall inure to, the parties hereto, their legal representatives, successors in office or interest and assigns. The Subrecipient may not assign this Agreement or any of its obligations hereunder without the prior written approval of the City.
17. **CONSTRUCTION OF AGREEMENT.**
 - a. **Partial Invalidity.** If any term, covenant, condition or provision of this Agreement, or the application thereof to any circumstance, shall, at any time or to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement, or the application thereof to circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, condition and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
 - b. **Gender.** The use of the plural in this Agreement shall include the singular, the singular shall include the plural, and the use of any gender shall be deemed to include all genders.
 - c. **Captions.** The captions used in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of the intent of any provision of the Agreement.
 - d. **Construction.** This Agreement shall be construed and interpreted in accordance with the laws of the State of Illinois.
18. **COUNTERPARTS.** This Agreement may be executed in counterparts, and each counterpart shall, for all purposes for which an original of this Agreement must be produced or exhibited, be the Agreement, but all such counterparts shall constitute one and the same agreement.

19. **LIABILITY OF CITY.** In no event shall the City be liable to the Subrecipient for consequential or incidental damages, including, without limitation, lost profits, whatever the nature of the breach by the City of its obligations under this Agreement or in connection herewith or with the Project, and the Subrecipient waives all claims for consequential and incidental damages and for all damages described in Paragraph 21 below.
20. **FUNDING.** The parties acknowledge that the Project is to be funded with monies provided by HUD, and that the City is under no obligation to request such funds for any disbursement of grant proceeds unless and until all necessary preconditions to disbursement have been satisfied to the City's satisfaction, and that significant time delays may result from the funding of such monies by HUD. Without limiting the generality of Paragraph 19 above, in no event shall the City be liable to the Subrecipient for any damages whatsoever which might result in whole or in part from any delays in funding any proceeds of the Project.
21. **HUD GENERAL PROVISION.** The Subrecipient certifies that it will comply with section 3 of the Housing and Urban Development Act of 1968, and implementing regulations at 24 CFR Part 135 to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low-and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.
22. **REVISIONS TO CERTIFICATIONS AND TERMS AND CONDITIONS.** The Federal government has not fully developed the regulations and implementing instructions of the Emergency Solutions Grant Program. The current regulations and guidance for the ESG program is based upon the Interim Rule dated Monday, December 5, 2011 [Docket No. FR-5474-I-01]. The Subrecipient acknowledges that these certifications and the terms and conditions contained herein may be revised pursuant to ongoing guidance from the relevant Federal agency or the City regarding requirements for ESG funds. The Subrecipient agrees to abide by any such revisions upon receipt of written notification from the City of the revisions, which will automatically become a material part of this Agreement, without the necessity of either party executing any further instrument.

EXHIBITS:

Exhibit A - ESG Assurances and Certifications

Exhibit B – Budget, Objectives and Match Requirements

[SIGNATURES ON NEXT PAGE]

IN WITNESS THEREOF, I have hereunto set my hand and seal this 22 day of December, 2021.

Bethany J. Petrie

SALVATION ARMY

Bethany J Petrie

SALVTION ARMY

STATE OF ILLINOIS,)
) SS
COUNTY OF PEORIA)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Bethany J Petrie, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she signed, sealed, and delivered the said instrument as a free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and notarial seal, this 22 day of December 2021.

Irina K Riggensch
Notary Public



CITY OF PEORIA, an Illinois Municipal corporation,

By: Pat H. H.
City Manager

Attest: Stephanie Jarr
City Clerk

Approved as to Content:
Chrissie L. Kapustka
Legal Department

Approved as to Form:
APC
Community Development

ESG Assurances and Certifications

The Subrecipient agrees to comply with all requirements of the ESG program under 24 CFR part 576 and all applicable Federal requirements.

- **Uniform Administrative Requirements** – All Subrecipients receiving funds under ESG shall be subject to the requirements of 24 CFR part 200.
- **Certification of Approval of Local Government** – Non-profit applicants for ESG funds must submit evidence of approval by the local government authorizing the applicant to administer ESG programs in its area.
- **Coordination with Local Continuum of Care (CoC)** – Subrecipients are required to coordinate ESG activities with the CoC.
- **Supportive Services** – Subrecipients will assist homeless individuals in obtaining permanent housing, appropriate supportive services (including medical and mental health treatment, victim services, counseling, supervision, and other services essential for achieving independent living), and other Federal State, local, and private assistance available for such individuals.
- **Confidentiality** – Each ESG Subrecipient must develop and implement procedures to ensure (1) the confidentiality of records pertaining to any individual provided with assistance; and (2) that the address or location of any assisted housing will not be made public, except to the extent that this prohibition contradicts a preexisting privacy policy of the grantee.
- **Homeless Persons Involvement** – To the maximum extent practicable, the subrecipient will involve, through employment, volunteer services, or otherwise, homeless individuals and families in constructing, renovating, maintaining, and operating facilities assisted under the ESG program, in providing services assisted under the ESG program, and in providing services for occupants of facilities assisted under the program.
- **Discharge Policy** – Subrecipients must agree to develop and implement, to the maximum extent practicable and where appropriate, policies and protocols for the discharge of persons from publicly funded institutions or systems of care, in order to prevent such discharge from immediately resulting in homelessness for such persons.
- **Lead-Based Paint Requirements** – The Lead-Based Paint Poisoning Prevention Act, as amended by the Residential Lead-Based Paint Hazards Reduction Act of 1992 and implementing regulations at 24 CFR Part 35, subparts A, B, M and R shall apply to housing occupied by families receiving assistance through ESG (if applicable).
- **Nondiscrimination and Equal Opportunity Requirements** – Subrecipients must comply with all applicable fair housing and civil rights requirements in 24 CFR 5.105(a).
- **Fair Housing** – Under section 808(e) (5) of the Fair Housing Act, HUD has a statutory duty to affirmatively further fair housing. HUD requires the same of its funding recipients. Subrecipients will have a duty to affirmatively further fair housing opportunities for classes protected under the Fair Housing Act.
- **Drug-free Workplace** – The Drug-Free Workplace Act of 1998 and HUD’s implementing regulations at 24 CFR part 21 apply to ESG.
- **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, and implementing regulations at 24 CFR part 87, apply to ESG.

- **Habitability Standards** – Subrecipients providing assistance with ESG funds will be required to conduct initial and any appropriate follow-up inspections of housing units into which a program participant will be residing. Submit inspection form and/or habitability standard (If applicable).
- **VAWA** – As an ESG-funded entity, Subrecipient is considered a covered housing provider and must be in compliance with HUD Final Rule: Violence Against Women Act 2013. Subrecipient is subject to regulations at 24 CFR 576.409 and 24 CFR part 5, Subpart L.
- **Special Conditions and Requirements for FY 2021 ESG Program - Serving Youth Who Lack 3rd Party Documentation or Live in Unsafe Situations** - Notwithstanding any contrary requirements under the McKinney-Vento Homeless Assistance Act or 24 CFR part 576, youth aged 24 and under who seek assistance (including shelter, services or rental assistance) shall not be required to provide third-party documentation that they meet the homeless definition in 24 CFR 578.3 as a condition for receiving assistance; and unaccompanied youth aged 24 and under (or families headed by youth aged 24 and under) who have an unsafe primary nighttime residence and no safe alternative to that residence shall be considered homeless for purposes of assistance provided by any private nonprofit organization whose primary mission is to provide services to youth aged 24 and under and families headed by youth aged 24 and under.

EXHIBIT B

Budget and Objectives

**Agreement between the City of Peoria, Illinois and
SALVATION ARMY**

**Emergency Solutions Grant Program
2022**

Program: Salvation Army Peoria Family Shelter - Emergency Shelter

Project Goals and Scope of Service:

The Subrecipient will provide the following activities:

- **Emergency Shelter Operations**
- **HMIS Data Entry**

Long Term Goals:

- A minimum of **58** unduplicated individuals will be connected to permanent housing as a result of the services provided under this grant.

Budget:

COST CATEGORY DESCRIPTION	BUDGET AMOUNT
Emergency Shelter Operations - Maintenance	\$2,804.00
Emergency Shelter Operations - Utilities	\$5,500.00
Emergency Shelter Operations - Meals	\$4,800.00
HMIS User Participation Fees	\$225.00
TOTAL	\$13,329.00

110% Match Requirement = \$14,662.00 required in cash contributions to be provided by Subrecipient.