

## SUBGRANTEE AGREEMENT – EMERGENCY SOLUTIONS GRANT

THIS SUBGRANTEE AGREEMENT: (GMBA: **18ESG1**; IDIS: **4690**) (“Agreement”),

Effective this date: January 1, 2018 by and between **THE CENTER FOR PREVENTION OF ABUSE** (“SUBGRANTEE”), AND THE CITY OF PEORIA, Illinois, an Illinois unit of local government (“City”).

### 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-17-MC-17-0018**, the proceeds of which are to be used to provide **Emergency Shelter operation costs** (as hereinafter defined) under the City ESG funds (“Project”); AND

WHEREAS, the Subgrantee, **THE CENTER FOR PREVENTION OF ABUSE**, with DUNS # **167637503** and the FEIN # **37-1037950** has been selected by the City pursuant to Peoria City Council approval dated **November 14, 2017**, in connection with the Project; AND

WHEREAS, it is a condition of the Project under the City ESG funds that the Subgrantee 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, 2018**, and conclude on **December 31, 2019**.

Project funds, as hereinafter defined, will be expended for eligible costs incurred by the Subgrantee during **January 1, 2018**, to **December 31, 2018**. Future Project funds to be expended during **January 1, 2019**, to **December 31, 2019**, will be awarded by the City to the Subgrantee based upon the percentage of the total ESG funding allocation available from the final HUD ESG grant received by the City in **2018**. 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. **SUBGRANTEE REPRESENTATIONS AND WARRANTIES.** The Subgrantee represents and warrants to the City as follows:
  - a. Official Contact Person for the Subgrantee:

Name:	<b>Olga Becker, Director of Administration</b>
Telephone:	<b>309.691.0551</b>
Email Address:	<b>obecker@centerforpreventionofabuse.org</b>



- b. The Subgrantee understands and agrees, among other things, that the selection of the Subgrantee for the purposes of completing the Project shall not deem the Subgrantee or its employees, City employees.
  - c. The Subgrantee shall be responsible to the City for the acts and omissions of the Subgrantee’s employees.
  - d. The Subgrantee is a private non-profit organization.
  - e. The Subgrantee shall only perform the work for the Project outlined in this Agreement. All other work performed or assistance provided by the Subgrantee 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 Subgrantee.
  - f. The Subgrantee agrees to comply with all requirements of ESG and applicable cross-cutting Federal Assurances and Certifications (“Exhibit A”).
  - g. The Subgrantee 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 Subgrantee becomes barred, suspended, or excluded from participation in this transaction, the Subgrantee 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 Subgrantee 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 Heart of Illinois Homeless Continuum of Care (HOIHCOC) in order to coordinate the allocation, use and oversight of ESG funds. Subgrantees are subject to all HOIHCOC policies and procedures in place at the effective date of this agreement and the Subgrantee agrees to achieve compliance with any new policy or procedure implemented by the HOIHCOC throughout the duration of this agreement in a reasonable time frame as determined by the HOIHCOC 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 **Twenty One Thousand and 0/100 dollars (\$21,000)**, which represents **16.44** percent (%) of the total ESG funding allocation available for program year **2018**. This amount shall be paid directly to the Subgrantee during the Project in the amounts specified below:

<b>COST CATEGORY DESCRIPTION</b>	<b>BUDGET AMOUNT</b>
<b>Shelter Operations - Maintenance</b>	<b>\$15,000</b>
<b>Shelter Operations - Security</b>	<b>\$1,000</b>
<b>Shelter Operations - Insurance</b>	<b>\$2,000</b>
<b>Shelter Operations - Utilities</b>	<b>\$3,000</b>
<b>TOTAL</b>	<b>\$21,000</b>



- 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.

<b>COST CATEGORY</b>	<b>DEFINITIONS</b>
Emergency Shelter Operations – Cost of Maintenance	<ul style="list-style-type: none"> <li>• Including minor or routine repairs</li> </ul>
Emergency Shelter Operations - Insurance	<ul style="list-style-type: none"> <li>• Insurance for shelter space</li> </ul>
Emergency Shelter Operations – Utilities	<ul style="list-style-type: none"> <li>• Utilities for shelter space</li> </ul>
Emergency Shelter Operations – Security	<ul style="list-style-type: none"> <li>• Security costs for the emergency shelter</li> </ul>

- c. Budget Revisions/Amendments. The Subgrantee 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 Subgrantee 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 Subgrantee with required quarterly disbursement request forms that must be completed and approved by the Subgrantee and the City prior to quarterly disbursement. Subgrantee agrees to provide any supporting documentation requested by the City in order to process the reimbursement.
  - ii. If a rental or utility assistance component is approved under this agreement, the City will issue payments directly to the third party landlord or utility company within one month of receiving a request for payment from the Subgrantee that is complete, accurate and in compliance with all applicable requirements.
- e. Matching Requirement. The Subgrantee agrees to provide cash contribution match equal (\$1 to \$1 match requirement) to the amount awarded under this Agreement. Subgrantee agrees to comply with the requirements outlined in the Match Requirements and Report form attached to this agreement (“Exhibit C”) and provide a completed version of this form with all required attachments no later than January 31 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 Subgrantee 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 Subgrantee 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 Subgrantee is a Domestic Violence provider, Subgrantee 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 Subgrantee prior to visits.



- c. Evaluations and disclosure of findings will be provided to the Subgrantee in writing within 45 days of a monitoring visit.
- d. If the Subgrantee fails to meet the goals and objectives of the Project, the City will attempt to find a mutually agreeable timeline to assist the Subgrantee 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 Subgrantee.
- 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 Subgrantee agrees to provide client level data, project activity and any other reporting information as requested by the City.
- h. Confidentiality. The Subgrantee 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 Subgrantee and is consistent with state and local laws regarding privacy and obligations of confidentiality.

7. **ADMINISTRATIVE REQUIREMENTS**

- a. Financial Management. The Subgrantee 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 Subgrantee 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 Subgrantee 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 Subgrantee 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 Subgrantee 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 Subgrantee within 30 days after receipt of the audit report. Failure of the Subgrantee to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The Subgrantee hereby agrees to have an annual agency audit conducted in accordance with current City policy concerning Subgrantee audits and, as applicable under 2 CFR part 200.
  - e. **Procurement.** The Subgrantee 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 Subgrantees are contained in 2 CFR part 200.
  - f. **Costs Incurred Prior to Duration of Agreement.** No costs incurred prior to **January 1, 2018** shall be eligible for reimbursement with ESG funds.
8. **PROHIBITION AGAINST HIRING CITY EMPLOYEES.** Subgrantee 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 Subgrantee for performance of this Agreement; (2) coordinating the efforts of the Subgrantee in the consummation or completion of this Agreement; or (3) monitoring or determining the performance of the Subgrantee. The Subgrantee 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 Subgrantee; (2) disqualification of the Subgrantee 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 Subgrantee 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 Subgrantee 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 Subgrantee must contact the City to determine whether an exception will be allowed as prescribed by the applicable federal regulations.
  10. **HOLD HARMLESS.** The Subgrantee shall hold harmless, defend and indemnify the City from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subgrantee'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 Subgrantee 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 Subgrantee 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 Subgrantee 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 Subgrantees may use space in their facilities to provide ESG funded services, without removing religious art, icons, scriptures, or other religious symbols. In addition, a Subgrantee 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 Subgrantee 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 Subgrantee voluntarily contributes its own funds to supplement federally funded activities, the Subgrantee 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 Subgrantee'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 Subgrantee shall be deemed an "Event of Default" hereunder. The City shall give written notice of an Event of Default to the Subgrantee, 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 Subgrantee 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 Subgrantee, 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.

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 Subgrantee 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 Subgrantee 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 Subgrantee 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 Subgrantee 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 Subgrantee 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 Subgrantee 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 Subgrantee 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.



**[SIGNATURES ON NEXT PAGE]**

**EXHIBITS:**

Exhibit A - ESG Assurances and Certifications

Exhibit B - Budget and Objectives

Exhibit C – Match Requirements and Report



IN WITNESS THEREOF, I have hereunto set my hand and seal this 4 day of January, 2018.

Carol Merna

THE CENTER FOR PREVENTION OF ABUSE

Carol Merna, Executive Director

THE CENTER FOR PREVENTION OF ABUSE

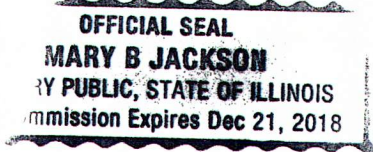
STATE OF ILLINOIS,        )  
  ) SS  
COUNTY OF PEORIA        )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that CAROL MERNA, 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 4th day of JANUARY, 2018.

Mary B. Jackson  
Notary Public

CITY OF PEORIA, an Illinois Municipal corporation,



By: [Signature]  
City Manager

Attest: Beth Ball  
City Clerk

Approved as to Content:  
[Signature]  
Legal Department

Approved as to Form:  
[Signature]  
Community Development



## ESG Assurances and Certifications

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

- **Uniform Administrative Requirements** – All Subgrantees 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)** – Subgrantees are required to coordinate ESG activities with the CoC.
- **Confidentiality** – Each ESG Subgrantee 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.
- **Discharge Policy** – Subgrantees 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 Prevent 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** – Subgrantees 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. Subgrantees 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** – Subgrantees 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, Subgrantee is considered a covered housing provider and must be in compliance with HUD Final Rule: Violence Against Women Act 2013. Subgrantee is subject to regulations at 24 CFR 576.409 and 24 CFR part 5, Subpart L.



Budget and Objectives

Agreement between the City of Peoria, Illinois and  
**THE CENTER FOR PREVENTION OF ABUSE**

Emergency Solutions Grant Program  
**2018**

Program: **The Center for Prevention of Abuse Emergency Shelter**

**Project Goals and Scope of Service:**

The Subgrantee will provide the following activities:

- **Emergency Shelter Operations**

Long Term Goals:

- A minimum of **100** unduplicated individuals will be connected to permanent housing as a result of the services provided under this grant.

**Budget:**

<b>COST CATEGORY DESCRIPTION</b>	<b>BUDGET AMOUNT</b>
<b>Shelter Operations - Maintenance</b>	<b>\$15,000</b>
<b>Shelter Operations - Security</b>	<b>\$1,000</b>
<b>Shelter Operations - Insurance</b>	<b>\$2,000</b>
<b>Shelter Operations - Utilities</b>	<b>\$3,000</b>
<b>TOTAL</b>	<b>\$21,000</b>

**100% Match Requirement = \$21,000 required in cash contributions to be provided by Subgrantee.**





# ESG Program- Match

City of Peoria Community Development Department | Grants Management Division

## Match Requirements and Report - 2018

### Project Information

Agency Name:

Program Title:

Reporting Year: **2018**

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### Instructions

The following form details the City of Peoria Emergency Solutions Grant Program matching requirements and acts as the official reporting platform for your organization's matching contribution. Please carefully read the 'Requirements' section and follow the instructions in the 'Report' section.

### Requirements

Federal regulations require ESG recipients to supplement their programming with a matching contribution in an amount that equals the amount of funds allocated to a participating jurisdiction from the Department of Housing and Urban Development (HUD). City ESG subgrantees contractually agree to take on this responsibility for the amount granted to them from the City. Funds credited as match must meet the below criteria:

#### Source

- > The source of the funds cannot be from the ESG program (cannot use State ESG to match City ESG and vice versa).
- > If the funds originate from a federal source the following applies:
  - That the laws governing that federal source do not prohibit its use as ESG match
  - If ESG funds are used to meet a matching requirement of another particular federal source, then that source may not be a source of match for ESG

#### Recognition as Match

- > Only funds that are supplementing the agency's ESG-funded program may be credited as match AND these funds must be expended on ESG-eligible activities. This means that **if you couldn't spend ESG funds on it, then you cannot count it as match for ESG**. Match is not limited to cost categories approved under your City ESG contracts, but may be expended on any federally eligible ESG expenditures.
- > The source funds must have been received by the agency after the City's grant agreement date with HUD (**October 19, 2017** for your agency's **2018** program year match)
- > The funds must be expended within your agency's program year (to be credited as 2018 match; must be expended in the **2018** calendar year)
- > The City only accepts cash match, no other types of noncash contributions are eligible to be credited as match.



## Report

Agency's Match Liability:

(Amount granted from the City to your agency for this program year)

Match Amount Reported:

(Amount of match contribution your agency is reporting. This can be more than the amount of the liability but your agency is contractually obligated to provide at least the amount of the liability)

Source of Match Contribution:

(Please attach documentation of funding source and date that it was received by your agency)

Was this source received by your agency after **October 19, 2017**?

Y  N

If the above source is federal:

Do you affirm that the laws governing this source do not prohibit its use as ESG match?

Y  N  N/A

Do you affirm that ESG funds are not being used to fulfill a matching requirement of this source?

Y  N  N/A

Activities Supported:

(Describe the types of activities that these funds were used in support of e.g. shelter ops, moving expenses etc.)

Types of Expenditures:

(Describe the types expenditures e.g. payroll for shelter maintenance staff, shelter utilities, etc.)

Date Range of Expenditures:

(Provide records that document the type and dates of expenditures)



Please include any other information in narrative form that helps describe how your reported match contribution meets the criteria outlined in the 'Requirements' section of this document:

*Attachments*

This report should include at least the following documentation:

- > Documentation describing the source and the date of your agency's receipt of funding reported as match
- > Documentation that shows the date of expenditures as well as the use of the funding both in terms of the type of expenditures as well as the activities supported by these funds.

I certify that the above information is true and correct to the best of my knowledge.

**Agency Representative Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Agency Representative Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_