

Resolution No. 2022-_____

WHEREAS, the American Rescue Plan Act was enacted by Congress and signed into law by the President on March 11, 2021 to fund states, U.S. Territories, local governments and Indian tribes, and;

WHEREAS, the purpose of the U.S Treasury Department funding is to assist eligible households for rent, rental arrears, utilities, utility arrears and other housing expenses resulting from the COVID-19 pandemic; and

WHEREAS, the Sub-recipient is a nonprofit organization duly organized to promote and assist eligible households with rent, rental arrears, utilities, utility arrears and other housing expenses services for households under the Emergency Rental Assistance Program (ERAP2); and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor of the City of Huntsville is hereby authorized, requested and directed to enter into an Agreement between the City of Huntsville, Alabama and Huntsville Assistance Program, Inc., said agreement being substantially similar in words and figures to that document identified as “AGREEMENT BETWEEN THE CITY OF HUNTSVILLE, ALABAMA, AND HUNTSVILLE ASSISTANCE PROGRAM, INC. FOR THE ADMINISTRATION OF EMERGENCY RENTAL ASSISTANCE FUNDS” consisting of ten (10) pages, and the date of April 28, 2022, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document being permanently kept on file in the Office of the City Clerk-Treasurer of the City of Huntsville.

ADOPTED this the 28th day of April 2022

President of the City Council of
the City of Huntsville, Alabama

APPROVED this the 28th day of April 2022

Mayor of the City of Huntsville,
Alabama

STATE OF ALABAMA)
COUNTY OF MADISON)

AGREEMENT BETWEEN THE
CITY OF HUNTSVILLE AND HUNTSVILLE ASSISTANCE PROGRAM, INC. FOR THE
ADMINISTRATION OF EMERGENCY RENTAL ASSISTANCE FUNDS

THIS AGREEMENT is made the 28th day of April 2022, by and between Huntsville Assistance Program, Inc., a non-profit Alabama organization, ("Sub-recipient"), and the City of Huntsville, Alabama, a municipal corporation in the State of Alabama ("City").

I. Statement of Work

- A. The City will grant \$82,800.00 to the Sub-recipient for administration of the program. Funds will be used exclusively for expenses related to the Sub-recipient providing direct case management and financial assistance to any eligible City of Huntsville resident who has been financially affected by the COVID-19 pandemic.
- B. The Sub-recipient will be funded on a reimbursement basis for actual expenses related to the administration of the program.
- C. The Sub-recipient must establish a separate bank account for the sole purpose of providing direct emergency rental and utility assistance to eligible households.
- D. The City of Huntsville will manage the pool of available funding and disperse advance direct assistance funding not to exceed the total amount of Emergency Rental Assistance Grant funds allocated to the City of Huntsville from the U.S. Department of Treasury. All grant funds must be for assistance to eligible households and must be used for rent, rental arrears, utilities, utility arrears and other expenses related to housing incurred directly or indirectly due to the COVID-19 pandemic.

President, or President Pro-Tem, of the
City Council of the City of Huntsville, AL
April 28, 2022

- E. Households served by this program will meet the following criteria: Renter households with maximum household incomes of no more than 80% of the area median income (AMI) and who meet the following conditions:
- 1) One or more individuals in the household has qualified for unemployment benefits or has experienced a reduction in household income, incurred significant costs, or experienced other financial hardship due directly or indirectly to the coronavirus outbreak; and
 - 2) One or more individual in the household can demonstrate a risk of experiencing homelessness or housing instability which may include:
 - a) A past due utility or rent notice or an eviction notice;
 - b) Unsafe or unhealthy living conditions; or
 - c) Any other evidence of such risk as determined by the grantee
 - 3) The Sub-recipients must prioritize assistance to households at risk of being evicted or with incomes of no more than 50% of AMI and to households in which one or more household member is unemployed and has been unemployed for 90 days and provide case management support to these households, to help them maintain housing for at least 3 months.
 - 4) Payments, including arrearages and future payments for any individual household generally may not exceed 15 months; however a grantee may provide assistance for an additional three months (for a total of 18 months) only if it is necessary to ensure the household remains stably housed and if funding is available.
 - 5) Sub-recipient must make payments directly to a lessor or utility/home energy provider on behalf of the eligible household unless the lessor or utility/home energy provider does not agree to accept the payment, in which case the grantee may make payments directly to the eligible household.

II. **National Objective**

All activities funded with U.S. Treasury must meet the ERAP2 Program's National Objective: The Sub-recipient certifies that the activities carried out under this Agreement will meet Low- or Moderate-Income Eligibility - 24 CFR 570.208(a)(2)(i)(A). As the Sub-recipient hereby certifies that its activities solely benefit persons who have been adversely affected financially by COVID-19, this activity is presumed to benefit low-income persons.

III. Use of Funds

The U.S. Treasury funds shall be used according to the budget submitted by the Sub-recipient during application process(below).

Budget Category	Source	Amount
Administration	U.S. Treasury	\$82,800.00
Total		\$82,800.00

IV. Performance Goals

The Sub-recipient agrees to provide a minimum of 100 households with emergency rental and/or utility assistance during the term of this agreement and shall be reported to the City monthly.

V. Timetable

The services of the Sub-recipient shall begin April 28, 2022 and completed by December 31, 2022. All funds must be obligated or expended by December 31, 2022. All funds that are not expended by December 31, 2022 shall be returned to the City of Huntsville no later than January 5, 2023. Regulations and time deadlines are subject to change contingent on U.S. Department of the Treasury Emergency Rental Assistance Program updated guidance.

VI. Payments

- A. Advance payments for eligible rent and utility expenses shall be made from the available pool of Emergency Rental Assistance funds as administered by the City of Huntsville and in accordance with performance and monthly reviews.
- B. The Sub-recipient shall submit an advanced payment requests for eligible rent and utility expenses via e-mail with copies of bank statements showing that funds have been expended. Verification that funds have been expended must be proven before next advanced payment will be given. The Sub-recipient shall submit reimbursement forms via e-mail monthly for case worker salaries with evidence to the City of properly executed payrolls, time records, invoices, vouchers or other official documentation for each reimbursement request. The Sub-recipient must also maintain a financial management system in accordance with the standards specified in 24 CFR 84.21.
- C. The City of Huntsville Alabama shall advance the Sub-recipient upon submission of a payment request form. The City of Huntsville staff must approve all requests for payment per policies and procedures; therefore, reimbursement will be processed in a timely manner. Allowable payments are those necessary and proper costs identified by the Sub-recipient's application and approved by the Staff, unless any or all costs are disallowed by the City of Huntsville staff. All costs must be incurred within the allowable time specified within this agreement.

VII. Subrogation

- A. In consideration of Sub-recipient's funds from the City, the Sub-recipient hereby assigns to the City all of its future rights to reimbursement and all payments received from any grant, subsidized loan, or insurance policies of any type or coverage or under any reimbursement or relief program related to or administered by the Federal Emergency Management Agency or the Small Business Administration or other program to the extent of proceeds paid to Sub-recipient.
- B. Under this Agreement and at the sole discretion of the City, there shall be a determination that there has been no duplication of benefits ("DOB"). This shall be defined as financial assistance, available to the Sub-recipient, that can be used to pay for the costs described under Budgeted Costs for the scope of work described in this agreement that are to be paid for by the U.S. Treasury funds.
- C. Upon receiving any proceeds from other relief programs, or loan programs for this scope of work, that were not already described in the grant application, Sub-recipient agrees to immediately notify the City. If some or all the proceeds are determined to be a DOB, the portion that is a DOB shall be paid to the City forthwith.

VIII. Records and Reports

- A. Sub-recipient is expected to have met the performance goals by the end of the agreement. Sub-recipient is also expected to have met the performance goals stated in the "Timetable." If not, Sub-recipient will have to provide evidence of factors beyond their reasonable control. Staffing issues will not be considered beyond their reasonable control. Accordingly, a final "Performance Report" should be submitted no later than 15 days after the agreement period.
- B. The Performance Reports will provide all information necessary to determine that projected activities are being accomplished. Performance Reports also should include justification for lack of progress or delays in accomplishing the scope of work.
- C. Sub-recipient must provide quarterly and final Performance Reports on the use of funds, including the following information:
- D. The number of eligible households that receive assistance;
- E. The acceptance rate of applicants for assistance;
- F. The type(s) of assistance provided to each household;
- G. The average amount of funding provided per household;

- H. Incomes of eligible households by income tier (less than or equal to 30 percent of AMI, between 30 and 50 percent of AMI, between 50 and 80 percent of AMI);
- I. The average number of monthly rental or utility payments that each household received; The data above must be disaggregated by gender, race, and ethnicity of primary applicant;
- J. Sub-recipient must establish data privacy and security requirements.

IX. Financial Reporting

The Sub-recipient shall:

- A. Maintain a separate bank account and an effective system of internal fiscal control and accountability for all U.S. Treasury funds, and make sure the same are used solely for authorized purposes.
- B. Ensure that all costs shall be supported by properly executed payrolls, time records, invoices, vouchers or other official documentation, as evidence of the nature and propriety of the charges. All accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.
- C. The Sub-recipient shall also keep a continuing record of all disbursements by date, check number, amount, vendor, description of items purchased and line item from which the money was expended, as reflected in the Sub-recipient's accounting records.
- D. Inform the City concerning any funds allocated to the Sub-recipient, that the Sub-recipient anticipates will not be expended during the term of this Agreement and return the unexpended funds to the City.

X. Client Data

The Sub-recipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, demographic information and description of service provided. Such information shall be made available to Sub-recipient, City, or their designees for review upon request.

XI. Uniform Administrative Requirements

The Sub-recipient will, to the maximum possible extent, ensure compliance with regulations regarding:

- A. Office of Management and Budget (OMB) Uniform Guidance, "Cost Principles, Audit and Administrative Requirements for Federal Awards" (2 CFR Part 200), which establishes principles for determining costs of grants, contracts, and other agreements with nonprofit organizations. These regulations are applicable for determining acceptable/allowable costs of work performed by nonprofit organizations. For example, to be allowed under an award, costs must meet general criteria such as:
 - 1. Be reasonable for the performance of the award,
 - 2. Be accorded consistent treatment,
 - 3. Be determined in accordance with generally accepted accounting principles, and
 - 4. Be adequately documented.
- B. Office of Management and Budget (OMB) Uniform Guidance which, in part, provide that financial management systems operated by recipients of federal assistance will provide for accurate, current, reliable, and complete disclosure of financial and accounting records relating to the use of federal dollars.

All records will identify the source and application of funds for activities, and accounting records are to be made available for audit(s) at the City's direction to determine the fiscal integrity of financial transactions and performances. All future procurement transactions for supplies, equipment, construction, and other services, regardless of whether negotiated or advertised, will be conducted in a manner so as to provide maximum open and free competition.

The Sub-recipient will give the U.S. Treasury, the City of Huntsville Alabama, or any authorized representatives access to the right to examine all records and documents related to the grant. Such records will be maintained for a period of at least five (5) years after receipt of federal funds.

XII. Additional Federal Requirements

The Sub-recipient will ensure compliance with regulations regarding:

A. Civil Rights

1. General Compliance

Title VI and Title IX of the Civil Rights Act of 1964 (Public Law 88-352)(42 U.S.C. 2003d et seq.); and implementing regulations issued at 24 CFR Part 1; as amended by

Executive Order 11375 and 12086, and implementing regulations at 41 CFR Chapter 60, which prohibits discrimination in any activity receiving federal financial assistance.

2. Nondiscrimination

Title VIII of the Civil Rights Act of 1968, (Public Law 90-284)(42 U.S.C. 3601 et seq.); as amended, which prohibits discrimination in housing on the grounds of race, color, religion, national origin, sex, disability, or familial status.

Section 109 of Title I of the Housing and Community Development Act of 1974, as amended, (42 U.S.C. 5301 et seq.) which requires that no person will on the grounds of race, color, national origin or sex, be excluded from participation in, be denied benefits of, or be subject to discrimination under any program or activity funded in whole or in part with U.S. Treasury funds.

Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.) which prohibits discrimination on the basis of age in programs or activities receiving federal financial assistance.

Section 504 of the Rehabilitation Act of 1973, (Public Law 93-112) as amended, and implementing regulations when published for effect. Said regulation provides for nondiscrimination based on disability in federally assisted programs and activities.

B. Employment Restrictions

1. Prohibited Activity

The Sub-recipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

C. Conflict of Interest

The Sub-recipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include, but are not limited to the following:

1. The Sub-recipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
2. No employee, officer or agent of the Sub-recipient shall participate in the selection, the award or the administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
3. No covered persons who exercise or have exercised any functions or responsibilities with respect to U.S Treasury-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the U.S. Treasury-assisted activity,

or with respect to the proceeds from the U.S. Treasury-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the City, the Sub-recipient, or any designated public agency.

D. Anti-Lobbying

The Sub-recipient certifies that to the best of its knowledge and belief:

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 a federal contract, grant, loan, or cooperative agreement;

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."

XIII. City Recognition

The Sub-recipient shall ensure recognition of the role of the City of Huntsville and The U.S. Treasury in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to the funding source.

XIV. Suspension and Termination

The Sub-recipient further agrees that this Agreement may be terminated or suspended in the event the Sub-recipient fails to perform any of the conditions contained herein and that the City may take appropriate and corrective action in order to ensure compliance with this Agreement, including withholding payments, re-allocating funds, an order to audit the Sub-recipient's books and records pertaining to its activities and the utilization of federal funds.

In the event of default or violation by the Sub-recipient or the necessity of corrective action, the City will provide the Sub-recipient, by written notice, a demand to cure default explaining the nature and extent of the default or violation. The Sub-recipient will cure, or remedy said violation or default within ten (10) days after receipt of said notice, unless a longer time is agreed upon by the parties in writing. In case the default or violation is not cured, and corrective action is not completed within ten (10) days or a longer time as may be agreed upon, this Agreement may be terminated, and the City may have whatever remedy is authorized pursuant to state, local, and federal laws, including return of any funds previously given to the Sub-recipient.

XV. Amendments

Any changes or amendments to the agreement with regards to the performance goals, budget changes of not more than 25%, or the timeline may be approved in writing by City staff and Sub-recipient project manager. All other changes in the grant agreement will require an amendment to the Agreement and would require approval from the City of Huntsville Alabama.

XVI. Independent Status

Nothing contained herein, nor any act of the City, the Sub-recipient, or any other party, will be deemed or construed by any party, or by any other third person, to create any relationship with third party beneficiary, principal or agent, limited or general partnership, or joint venture, or of any association or relationship involving the City. The Sub-recipient is at all times considered an independent agency and not an agency or branch of the City.

XVII. Insurance

The Sub-recipient, its officers and directors, agree to indemnify, defend, and hold harmless the City, its agents, officers, and employees from any and all damages to property or to persons or death of any person or persons, including employees and volunteers of the Sub-recipient, and will defend, indemnify, save harmless the City from any and all claims, demands, suits, actions, or proceedings of any kind or nature, including worker's compensation claims, of or by anyone whomsoever, resulting or arising out of the operations of the Sub-recipient, including operations of subcontractors, and acts or omissions of employees or agents of the Sub-recipient or its subcontractors.

Sub-recipient will procure and maintain, at its cost and expense, amounts of insurance that may be necessary for property protection in connection with the operations of the Sub-recipient's activity. Said insurance will provide for the applicable statutory workmen's compensation liability and public liability insurance in the sum of at least \$500,000. Said insurance will be maintained and in full force and effect during the term of the project. The Sub-recipient will also provide evidence of property damage insurance if the funded activity involves physical improvements.

XVIII. Electronic Signature

The Parties agree that any form of electronic signature, including but not limited to signatures via fax, scanning, or electric mail, may substitute for the original signature and shall have the same legal effect as the original signature.

IN WITNESS WHEREOF, the City and the Sub-recipient have executed this agreement on this 28th day of April 2022.

THE CITY OF HUNTSVILLE, ALABAMA

DATE: _____

Tommy Battle,
Mayor
City of Huntsville, Alabama

ATTEST:

Kenneth Benion, City Clerk Treasurer
City of Huntsville, Alabama

HUNTSVILLE ASSISTANCE PROGRAM, INC.

DATE: _____

Its: President

ATTEST:
