



# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 1/12/2023

**File ID:** TMP-2468

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**Department:** Community Development

**Subject:**

**Type of Action:** Approval/Action

Resolution authorizing the Mayor to execute the U.S. Department of Housing & Urban Development Homeless Assistance Continuum of Care Program (COC) grant agreement.

Resolution No.

**Does this item need to be published?** No

If yes, please list preferred date(s) of publication: \_\_\_\_\_

**Finance Information:**

**Account Number:** N/A

**City Cost Amount:** \$ 0

**Total Cost:** \$ 35,887.00

**Special Circumstances:**

**Grant Funded:** \$ 35,887.00

**Grant Title - CFDA or granting Agency:** US Department of Housing and Urban Development

**Resolution #:** N/A

**Location:** (list below)

**Address:** N/A

**District:** District 1 ☒ District 2 ☒ District 3 ☒ District 4 ☒ District 5 ☒

**Additional Comments:**



**RESOLUTION NO. \_\_\_\_\_**

**WHEREAS** the City of Huntsville has been awarded a grant from the United States Department of Housing and Urban Development, and;

**WHEREAS** the City of Huntsville, Alabama wishes to use funding to aid in continued efforts to end homelessness, and;

**WHEREAS** the City of Huntsville, Alabama assumes the responsibility for any local matching funds;

**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 execute all documentation required to accept award funding from the U.S Department of Housing and Urban Development, including all understandings and assurances contained therein; to act in connection with the acceptance of the funds and to provide additional information as may be required. Said award being substantially similar in words and figures to that document identified as "HOMELESS ASSISTANCE GRANT CONTINUUM OF CARE PROGRAM (COC)" consisting of a total of seven (7) pages, with the date of January 12, 2023 appearing on the margin of the first page, together with the signature of the President or President Pro-Tem of the City Council, a copy of said document being permanently kept on file in the Office of the City Clerk Treasurer of the City of Huntsville, Alabama.

**ADOPTED** this the 12th day of January 2023.

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

**APPROVED** this the 12th day of January 2023.

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Mayor of the City of Huntsville, Alabama



U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
OFFICE OF COMMUNITY PLANNING AND DEVELOPMENT  
Birmingham Field Office  
The Plaza Building  
417 20th Street North, Suite 700  
Birmingham, Alabama 35203

January 4, 2023

Ms. Laretta Moore  
Planner II  
City of Huntsville  
308 Fountain Circle SW  
Huntsville, AL 35804-0308

Dear Ms. Moore:

SUBJECT: Transmittal of FY 2021 Homeless Assistance Grant  
Continuum of Care Program (CoC)  
Project Name: AL-503 - PLN - CoC Planning Grant  
CoC: AL-503 - Huntsville/North Alabama CoC  
Grant Number: AL0198L4C032100

Congratulations on your final selection for funding under the Department of Housing and Urban Development's (HUD) FY 2021 Continuum of Care Program Competition. Addressing homelessness is one of the Department's top priorities and your project will make a significant contribution toward continuing your continuum efforts to end homelessness. The grant term, as noted in the enclosed Grant Agreement, is January 1, 2023 to December 31, 2023. Please ensure that eLOCCS and the respective Annual Performance Report reflect these dates.

Please sign the Grant Agreement and submit an electronic copy to the Birmingham Office of Community Planning and Development via email at [CPD\\_GeneralCorr-BHM@hud.gov](mailto:CPD_GeneralCorr-BHM@hud.gov) and cc your CPD Representative.

If you have any questions, please contact Anita Garrett, Senior Community Planning and Development Representative, via email at [Anita.L.Garrett@HUD.gov](mailto:Anita.L.Garrett@HUD.gov).

Sincerely,

*Adrian M. Fields*

Adrian M. Fields  
Acting Director  
Birmingham Community Planning  
and Development

Enclosure

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President, or President Pro-Tem, of the  
City Council of the City of Huntsville, AL  
January 12, 2023



U.S. Department of Housing and Urban Development  
Office of Community Planning and Development  
950 22nd Street, North  
Suite 900  
Birmingham, AL 35203

**Grant Number: AL0198L4C032100**  
**Tax ID Number: 63-6001296**  
**Unique Entity Identifier [SAM]: ZBCLKNT6JWT4**

### **CONTINUUM OF CARE PROGRAM (CDFS# 14.267) GRANT AGREEMENT**

This Grant Agreement (“this Agreement”) is made by and between the United States Department of Housing and Urban Development (“HUD”) and City of Huntsville (the “Recipient”).

This Agreement, the use of funds provided under this Agreement (the “Grant” or “Grant Funds”), and the operation of projects assisted with Grant Funds are governed by

1. title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11301 et seq. (the “Act”);
2. the Continuum of Care Program rule at 24 CFR part 578 (the “Rule”), as amended from time to time;
3. and the Notice of Funding Opportunity for the fiscal year in which the funds were awarded.

The terms “Grant” or “Grant Funds” mean the funds that are provided under this Agreement. The term “Application” means the application submissions on the basis of which the Grant was approved by HUD, including the certifications, assurances, technical submission documents, and any information or documentation required to meet any grant award condition. Capitalized terms that are not defined in this agreement shall have the meanings given in the Rule.

The Application is incorporated herein as part of this Agreement, except that only the project (those projects) listed below are funded by this Agreement. In the event of any conflict between any application provision and any provision contained in this Agreement, this Agreement shall control.

HUD’s total funding obligation authorized by this grant agreement is \$35,887, allocated between the project(s) listed below (each identified by a separate grant number) and, within those projects, between budget line items, as shown below. The Grant Funds an individual project will receive are as shown in the Application on the final HUD-approved Summary Budget for the project. Recipient shall use the Grant Funds provided for the projects listed below, during the budget period (s) period stated below.

Grant No.	Grant Term	Performance Period	Budget Period	Total Amount
AL0198L4C032100	12 months	01-01-2023 - 12-31-2023	01-01-2023 - 12-31-2023	\$35,887
a. Continuum of Care planning activities				\$35,887
Acquisition				\$0
b. Rehabilitation				\$0
c. New construction				\$0
d. Leasing				\$0
e. Rental assistance				\$0
f. Supportive services				\$0
g. Operating costs				\$0
h. Homeless Management Information System				\$0
i. Administrative costs				\$0
j. Relocation Costs				\$0
HPC homelessness prevention activities:				
Housing relocation and stabilization services				\$0
Short-term and medium-term rental assistance				\$ 0

## Pre-award Costs for Continuum of Care Planning

The Recipient may, at its own risk, incur pre-award costs for continuum of care planning awards, after the date of the HUD selection notice and prior to the effective date of this Agreement, if such costs: a) are consistent with 2 CFR 200.458; and b) would be allowable as a post-award cost; and c) do not exceed 10 percent of the total funds obligated to this award. The incurrence of pre-award costs in anticipation of an award imposes no obligation on HUD either to make the award, or to increase the amount of the approved budget, if the award is made for less than the amount anticipated and is inadequate to cover the pre-award costs incurred.

These provisions apply to all Recipients:

If any new projects funded under this Agreement are for project-based rental assistance for a term of fifteen (15) years, the funding provided under this Agreement is for the performance period stated herein only. Additional funding is subject to the availability of annual appropriations.

The budget period and performance period of renewal projects funded by this Agreement will begin immediately at the end of the budget period and performance period of the grant being renewed. Eligible costs incurred between the end of Recipient's budget period and performance period under the grant being renewed and the date this Agreement is executed by both parties may be reimbursed with Grants Funds from this Agreement. No Grant Funds for renewal projects may be drawn down by Recipient before the end date of the project's budget period and performance period under the grant that has been renewed.

For any transition project funded under this Agreement the budget period and performance period of the transition project(s) will begin immediately at the end of the Recipient's final operating year under the grant being transitioned. Eligible costs, as defined by the Act and the Rule incurred between the end of Recipient's final operating year under the grant being transitioned and the execution of this Agreement may be paid with funds from the first operating year of this Agreement.

HUD designations of Continuums of Care as High-performing Communities (HPCS) are published in the HUD Exchange in the appropriate Fiscal Years' CoC Program Competition Funding Availability page. Notwithstanding anything to the contrary in the Application or this Agreement, Recipient may only use grant funds for HPC Homelessness Prevention Activities if the Continuum that designated the Recipient to apply for the grant was designated an HPC for the applicable fiscal year.

The Recipient must complete the attached "Indirect Cost Rate Schedule" and return it to HUD with this Agreement. The Recipient must provide HUD with a revised schedule when any change is made to the rate(s) included in the schedule. The schedule and any revisions HUD receives from the Recipient will be incorporated into and made part of this Agreement, provided that each rate included satisfies the applicable requirements under 2 CFR part 200 (including appendices).

This Agreement shall remain in effect until the earlier of 1) written agreement by the parties; 2) by HUD alone, acting under the authority of 24 CFR 578.107; 3) upon expiration of the budget period and performance period for all projects funded under this Agreement; or 4) upon the expiration of the period of availability of Grant Funds for all projects funded under this Agreement.

HUD notifications to the Recipient shall be to the address of the Recipient as stated in the Recipient's applicant profile in e-snaps. Recipient notifications to HUD shall be to the HUD Field Office executing the Agreement. No right, benefit, or advantage of the Recipient hereunder may be assigned without prior written approval of HUD.

The Agreement constitutes the entire agreement between the parties, and may be amended only in writing executed by HUD and the Recipient.

By signing below, Recipients that are states and units of local government certify that they are following a current HUD approved CHAS (Consolidated Plan).



This agreement is hereby executed on behalf of the parties as follows:

**UNITED STATES OF AMERICA,  
Secretary of Housing and Urban Development**

By:



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(Signature)

Adrian M. Fields, Acting CPD Director

(Typed Name and Title)

September 26, 2022

(Date)

**RECIPIENT**

City of Huntsville

(Name of Organization)

By:

\_\_\_\_\_  
(Signature of Authorized Official)

Tommy Battle, Mayor

(Typed Name and Title of Authorized Official)

\_\_\_\_\_  
(Date)

### Indirect Cost Schedule

Agency/Dept./Major Function	Indirect Cost Rate	Direct Cost Base

This schedule must include each indirect cost rate that will be used to calculate the Recipient's indirect costs under the grant. The schedule must also specify the type of direct cost base to which each included rate applies (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rate information for subrecipients.

For government entities, enter each agency or department that will carry out activities under the grant, the indirect cost rate applicable to each department/agency (including if the de minimis rate is used per 2 CFR §200.414), and the type of direct cost base to which the rate will be applied.

For nonprofit organizations that use the Simplified Allocation Method for indirect costs or elects to use the de minimis rate of 10% of Modified Total Direct Costs in accordance with 2 CFR §200.414, enter the applicable indirect cost rate and type of direct cost base in the first row of the table.

For nonprofit organizations that use the Multiple Base Allocation Method, enter each major function of the organization for which a rate was developed and will be used under the grant, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied.

To learn more about the indirect cost requirements, see 24 CFR 578.63; 2 CFR part 200, subpart E; Appendix IV to Part 200 (for nonprofit organizations); and Appendix VII to Part 200 (for state and local governments).