

June 15, 2010



4020 Civic Center Drive
San Rafael, CA 94903-4173

Executive Director
Dan Nackerman

Board of Commissioners
Housing Authority of the County of Marin
3501 Civic Center Drive, Room 315
San Rafael, CA 94903

SUBJECT: U.S. Department of Housing and Urban Development, Resident Opportunities for Self-Sufficiency (ROSS) Family Self-Sufficiency (FSS) Program Grant Agreement

RECOMMENDATION: Ratify execution by the Executive Director the attached U.S. Department of Housing and Urban Development, Resident Opportunities for Self-Sufficiency (ROSS) Family Self-Sufficiency (FSS) Program Grant Agreement

SUMMARY: The Marin Housing Authority entered into a grant agreement with the U.S. Department of Housing and Urban Development in the amount of \$66,950 for the period April 21, 2010 through April 20, 2011.

The Resident Opportunities for Self-Sufficiency (ROSS) Family Self-Sufficiency (FSS) Program will move families from public benefits and low-wage jobs into living wage jobs and increased economic self-sufficiency. Families have the opportunity to participate in building an interest bearing escrow account. The program provides case management and service coordination to families living in Marin City's Golden Gate Village Public Housing Development. Grant funds will be used to cover the partial cost of the Marin City Family Self-Sufficiency's Coordinator salary and benefits.

FISCAL IMPACT: None.

Sincerely,


Dan Nackerman
Executive Director

Attachment

Housing Authority of
the County of Marin

415/491-2525

(FAX) 415/472-2186
(TDD) 1-800-735-2929

www.marinhousing.org



MAY 26 2010

rec. 6/1/10 JS
U.S. Department of Housing and Urban Development
San Francisco Regional Office - Region IX
600 Harrison Street
San Francisco, California 94107-1387
www.hud.gov
espanol.hud.gov

Housing Authority of the County of Marin
Mr. Dan Nackerman
Executive Director
4020 Civic Center Drive
San Rafael, CA 94903-4173

Dear Mr. Nackerman:

SUBJECT: FY 2009 ROSS Public Housing Family Self-Sufficiency (FSS)
Grant Award CA052RFS021A009

Enclosed is an executed Grant Agreement and HUD Form -1044 for the above subject grant awarded to the Housing Authority of the County of Marin.

If you have any questions regarding this grant, please contact Rhonda Wilson, Public Housing Revitalization Specialist, at (415) 489-6427.

Sincerely,

A handwritten signature in black ink, appearing to read "Stephen Schneller", with a long, sweeping horizontal line extending to the right.

Stephen Schneller
Director
Office of Public Housing

Assistance Award/Amendment	U.S. Department of Housing and Urban Development Office of Administration	
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1. Assistance Instrument <input type="checkbox"/> Cooperative Agreement <input checked="" type="checkbox"/> Grant		2. Type of Action <input checked="" type="checkbox"/> Award <input type="checkbox"/> Amendment	
3. Instrument Number CA052RFS021A009	4. Amendment Number [REDACTED]	5. Effective Date of this Action [REDACTED]	6. Control Number [REDACTED]
7. Name and Address of Recipient 037871852 Housing Authority of the County of Marin 4020 Civic Center Drive San Rafael, CA 94903-4173		8. HUD Administering Office Office of Public Housing 600 Harrison Street San Francisco, CA 94107	
		8a. Name of Administrator [REDACTED]	8b. Telephone Number [REDACTED]
10. Recipient Project Manager Ms. June Miyake Director of Supportive Housing		9. HUD Government Technical Representative Andrew Nguyen	
11. Assistance Arrangement <input checked="" type="checkbox"/> Cost Reimbursement <input type="checkbox"/> Cost Sharing <input type="checkbox"/> Fixed Price	12. Payment Method <input type="checkbox"/> Treasury Check Reimbursement <input type="checkbox"/> Advance Check <input checked="" type="checkbox"/> Automated Clearinghouse	13. HUD Payment Office LOCCS	
14. Assistance Amount Previous HUD Amount \$0 HUD Amount this action \$66,950.00 Total HUD Amount \$66,950.00 Recipient Amount \$0 Total Instrument Amount \$66,950.00		15. HUD Accounting and Appropriation Data 15a. Appropriation Number 15b. Reservation Number Amount Previously Obligated \$[REDACTED] Obligation by this action \$66,950.00 Total Obligation \$66,950.00	
16. Description Public and Indian Housing Family Self-Sufficiency			
17. <input checked="" type="checkbox"/> Recipient is required to sign and return three (3) copies of this document to the HUD Administering Office		18. <input type="checkbox"/> Recipient is not required to sign this document.	
19. Recipient (By Name) Mr. Dan Nackerman Executive Director		20. HUD (By Name) Mr. Stephen Schneller, Public Housing Director	
Signature & Title <i>Mr. Dan Nackerman</i> [REDACTED]		Signature & Title <i>Stephen Schneller</i> [REDACTED]	
Date <i>4/21/2010</i> (mm/dd/yyyy)		Date <i>4/21/2010</i> (mm/dd/yyyy)	

Form HUD-1044 (8/90)
ref. Handbook 2210.17

1 **FISCAL YEAR 2009 RESIDENT OPPORTUNITIES AND SELF SUFFICIENCY**
2 **PROGRAM GRANT AGREEMENT**

3
4 **PUBLIC HOUSING FAMILY SELF SUFFICIENCY**
5 **(Attachment to Form HUD-1044)**
6

7
8 **BACKGROUND**
9

10 (Provide a brief introductory Statement about the Grantee, Grantee's proposed grant activity,
11 timelines, goals, and proposed results. Attach additional pages as necessary).
12

13
14 The Housing Authority of the County of Marin ROSS Family Self Sufficiency (FSS) Program
15 will provide services and economic opportunities to FSS program participants to support their
16 transition to employment and economic self-sufficiency including, case management participants
17 continuing, financial management counseling, and employment counseling. The ROSS Family
18 Self Sufficiency program goals are consistent with HUD's Policy Priorities and HUD's Strategic
19 Goals of promoting decent affordable housing by helping "HUD-assisted renters make progress
20 towards self sufficiency" and "increasing homeownership opportunities while assisting HUD
21 assisted renters to become homeowners".
22

23
24
25
26 **ARTICLE I: BASIC GRANT INFORMATION AND REQUIREMENTS**
27

- 28 1. This Agreement is between the U. S. Department of Housing and Urban Development
29 (HUD) and the recipient The Housing Authority of the County of Marin, CA, identified in
30 block 7 on the cover sheet of this agreement, form HUD-1044, hereinafter referred to as the
31 Grantee. The Grantee's application and the HUD grant approval letter, including any special
32 conditions, are incorporated into this agreement.
33
34 2. HUD will make **\$66,950.00** available in total grant funds as shown on form HUD-1044 upon
35 grant award and HUD approval.
36
37 3. This agreement and the HUD-1044 shall be effective immediately upon signature of **both**
38 **parties**.
39
40 4. Period of performance: The period of performance will be 12 months.
41
42 5. Award type: This is a cost-reimbursable, performance-based grant.
43
44 6. This Grant Agreement incorporates and will be governed by the following as they may from
45 time to time be amended: the HUD Appropriations Acts, the United States Housing Act of
46 1937 as amended, the PIH FSS NOFA dated 6/15/2009, as amended, the Code of Federal
47 Regulations (CFR) 24 CFR Part 24, 24 CFR Part 85, 24 CFR Part 984, any applicable OMB
48 Circulars, Handbooks and Notices issued by HUD.
49

- 1 7. In executing this agreement, the Grantee agrees to abide by the provisions contained within
2 all applicable Federal laws, Executive Orders, OMB Circulars, specifically 2 CFR Part 225
3 (formerly OMB Circular A-87), 24 CFR Part 85 (formerly OMB Circular A-102), OMB
4 Circular A-133, any assurances and certifications in the final HUD-approved application (the
5 original approved application may have required amendments by the field/applicant), and 24
6 CFR Part 984.

7
8
9 **ARTICLE II: HUD REQUIREMENTS**

10
11 **SUB-ARTICLE A – ACTION PLAN REQUIREMENTS, CHANGES TO ACTION PLAN,**
12 **GRANT ADMINISTRATION, CONDITIONS REQUIRING TERMINATION OF**
13 **FUNDING**

- 14
15 1. The Grantee shall attend meeting(s) (if requested by HUD) at HUD's local field office for the
16 purpose of establishing a common understanding and strategy with respect to grant
17 administration, timeline, deliverables, grant objectives, performance measures, and the scope
18 of work necessary (PH FSS Action Plan) to achieve grant objectives.
19
20 2. The Grantee shall furnish all necessary personnel, materials, services, equipment, and
21 facilities and shall otherwise do all things necessary for, or incidental to, the performance of
22 the activities and tasks set forth in the approved application, PH FSS Action Plan and this
23 Grant Agreement (except as otherwise specified).
24
25 3. The Grantee agrees that costs incurred prior to the execution of this Grant Agreement and
26 implementation of HUD-approved grant activities, shall not be reimbursable by using funds
27 from this grant.
28
29 4. The work to be performed under this Grant Agreement is outlined in the PH FSS Action Plan
30 and attached logic model which must be approved by the HUD field office overseeing the
31 administration of this grant.
32
33 5. The grant funds shall be used only for eligible activities.
34
35 6. Grantees are required to submit for approval any deviations or revisions to their HUD-
36 approved PH FSS Action Plan **prior to implementing them**. According to the guidelines
37 below, Grantees are required to submit for HUD approval any changes to the approved PH
38 FSS Action Plan or timetable to the appropriate local HUD field office personnel in writing.
39
40 a. Any change in the scope or objective of the program.
41 b. Any change in the project or program timetable.
42 c. Changes in any subcontracting or otherwise obtaining the services of a third party
43 to perform activities that are central to the purposes of the grant must be
44 previously approved by HUD.

- 1
2 7. Grantees needing to extend the term of their grant in order to fully accomplish their goals,
3 must do so in writing ninety calendar days prior to the grant termination date. The request
4 must be submitted to the field office for review and approval. The Grantee must also:
5 a. Have current and acceptable Financial Status Reports (SF 425) which must be on
6 file with the field office.
7 b. Submit a narrative justification explaining why the extension is needed, how
8 much additional time will be required, the circumstances that require the proposed
9 extension, and the effect of a denial of the request.
10 c. Have satisfied all special conditions of the grant agreement except those that must
11 be fulfilled in the remaining period of the grant. This includes the performance
12 and resolution of audit findings in a timely manner.

13 Grantees should be aware that anything beyond a six-month extension must be approved by
14 the Deputy Assistant Secretary of the Office of Public Housing Investments and any
15 extensions may result in a negative impact on the Past Performance review in future
16 grant applications.
17

- 18 8. Any changes requested by the Grantee must be in writing. HUD will approve/reject
19 requested changes as appropriate. Approved changes will be reflected by an amendment to
20 this Grant Agreement and issued by a revised HUD-1044 cover sheet with any attached
21 documents as needed to define changes approved. Amendments will become effective upon
22 execution of the HUD-1044 between HUD and the Grantee when both parties have signed
23 the HUD-1044.
24
25 9. If the Grantee's HUD-approved PH FSS Action Plan is not implemented within **60 days of**
26 **the grant start date (the start date is the date both parties sign the HUD-1044 and this**
27 **Grant Agreement)**, the Grantee must report by letter to the appropriate HUD field office of
28 the steps taken to initiate the plan, resulting changes to the timetable, the reason for the delay,
29 and the expected starting date. Any timetable revisions as a result of the delay must be
30 included for HUD approval. **NOTE:** Failure to comply with this requirement may result in
31 termination of this agreement and recapture of grant funds.
32
33 10. HUD may terminate funding if the Grantee demonstrates an unwillingness or inability to
34 complete the approved PH FSS Action Plan; does not use procedures that will minimize the
35 time elapsing between drawdowns and disbursements of grant funds; does not adhere to
36 agreement requirements or special conditions; engages in the improper award or
37 administration of grant subcontracts; does not submit required reports; or produces
38 unacceptable deliverables.
39
40

41 **SUBARTICLE B: FINANCIAL RESPONSIBILITIES**
42

1. The Grantee shall use leverage/match resources in accordance with its approved application and approval from HUD field office staff.
2. Prior to initial drawdown of funds, all Grantees must have secured online access to the Internet as a means to communicate with HUD on grant matters. Applicants shall draw down funds using the electronic Line of Credit Control System (e-LOCCS). Tribes/TDHEs may request to be exempted from this and may continue to use the Line of Credit Control System (LOCCS) voice response system.
3. The Grantee agrees to comply with the organizational audit requirements of OMB Circular A-133 and HUD 24 CFR Part 85 including audit requirements. The final audit report must cover the entire period of the grant. The audit must be submitted to HUD no later than 90 days after the grant is closed, covering the entire award period originally approved or amended. An original and one identical copy of the report shall be sent to HUD. All other requirements of 24 CFR Parts 85 shall apply. For grantees where an audit is required, a single audit or a program-specific audit is acceptable. If a grantee chooses a single audit, the final audit report that includes this grant is due no later than 30 days after the single audit is completed. *According to OMB Circular A-133, grantees that expend less than \$500,000 in federal awards are exempt from the audit requirement, but records must be available for review or audit.*
4. The Grantee shall minimize the time elapsing between the transfer of funds from HUD and the disbursement of funds. The HUD funds are to be made available based on actual need. The Grantee must make a drawdown for costs incurred *only*. Drawdowns in excess of need may result in special procedures for payments, or termination of the grant when there are persistent violations. Funds requisitioned through LOCCS must be disbursed within **three calendar days after receipt of funds drawdown**. The Grantee must be in compliance with 24 CFR 85.20(b)(7), 24 CFR 85.21(b) and 31 CFR Part 205 (treasury) as well as 2 CFR Part 225 (formerly OMB Circular A-87 cost principles for state, local and Indian tribal governments), and A-133 (audits of states, local governments and non-profit organizations).

SUBARTICLE C: METHOD OF PAYMENT [FUNDS DRAWDOWN]

1. The Grantee may not draw down grant funds until the following actions have taken place:
 - a. HUD has received and approved any certifications and disclosures required by 24 CFR 87.110 concerning lobbying and by 24 CFR 24.510(b) regarding ineligibility, suspension and debarment. This also includes any other required certification forms, which must be completed and included as a part of this grant agreement.
 - b. All pre-conditions listed in form HUD-1044, this Grant Agreement or the NOFA must be completed by the grantee and verified by HUD.

- 1 2. Payments of grant funds shall be through electronic funds transfer using the Line of Credit
2 Control System-Voice Response System (VRS) or E-LOCCS. Initial drawdown cannot be
3 earlier than the start date of the grant term. NOTE: Costs cannot be reimbursed for activities
4 undertaken prior to the grant's start date. The basic procedure is as follows:
5
 - 6 a. To establish a line of credit, the Grantee must complete and submit the following
7 forms:
8
 - 9 i. HUD-27054 *Voice Response System Access Authorization* (for VRS and e-
10 LOCCS)
 - 11 ii. SF-1199A *Direct Deposit Sign-Up Form* with sample **voided** check. NOTE:
12 The depositor account on the SF-1199A may be the same receiving account as
13 other HUD programs.
 - 14 iii. These forms should be sent to the Grantee's local HUD field office for
15 processing. The field office will provide the grant number and program area
16 code.
- 17
18 3. After HUD processes the above documents, the Grantee will receive two letters:
19
 - 20 a. One certified letter will provide a user identification number and password for the
21 individual who will be authorized to draw down the funds from LOCCS.
22
 - 23 b. The second certified letter will contain specific instructions on how to use the
24 LOCCS system.
25
- 26 4. After the Grantee receives these two letters, it will be technically equipped to request
27 drawdowns.
28
- 29 5. **VRS-LOCCS or E-LOCCS Program Edits.**
30
 - 31 a. E-LOCCS will automatically perform a series of review edits (both generic and
32 program specific) of each payment request. Failure of one of the program edits will
33 cause the payment request to be referred to the HUD field office for review.
34
 - 35 b. The HUD field office will complete the review. The request will remain in the
36 system and further drawdowns will not be allowed until that review is complete and
37 the drawdowns approved or rejected.
38
 - 39 c. The Grantee shall immediately contact the HUD field office when there is a question
40 regarding the request or when the request has been referred to the HUD program
41 office for review. A request will be referred to the program office for review when
42 (specific edits):
43
 - 44 i. There are requests for over 10% of total grant funds per calendar month;

1
2 ii. Failure to submit an annual HUD form SF-425 - *Financial Status Report* (or
3 its successor financial reporting form), or Logic Model, as defined by this
4 agreement and 24 CFR 85. VRS-LOCCS or E-LOCCS shall not accept a
5 request for funds if required reports from the Grantee are thirty or more days
6 overdue and will not accept future requests until the HUD field office
7 confirms receipt and approval of the reports in LOCCS.
8

9 iii. If the Grantee repeatedly fails to submit required forms, LOCCS will be
10 converted to a system in which the HUD Field Office will **manually** review
11 each drawdown request prior to releasing funds to the Grantee.
12

13 d. The voucher prefix for ROSS is 090.
14

15 **SUB-ARTICLE D: AUTHORIZED FUNDS BY BUDGET LINE ITEM NUMBER**
16

17 1. The Grantee's budget will be in one Budget Line Item:
18

19 **BUDGET**
20 **LINE**
21 **ITEM NO.**
22

23 **ACTIVITIES**

FUNDS

24
25 1168 Project Coordinator

\$66,950.00

26
27 If approved, funding amount is

\$66,950.00
28
29

30 **SUBARTICLE E: REPORTING REQUIREMENTS**
31

32 1. The Grantee must evaluate its activities and submit an annual performance Logic Model and
33 SF-425 to HUD. The grantee may also submit a narrative. The Logic Model must be
34 submitted electronically. The Logic Model and SF-425 shall be submitted by January 31st of
35 each grant year to the Grantee's local HUD field office. This is a requirement for all
36 grantees. The reporting will cover the prior calendar year. All Logic Model reports (annual
37 and final) should include answers to the Management Questions.
38

39 2. The Final Report is due to the Field Office 90 days after the termination of the Grant
40 Agreement. The Logic Model for the Final Report should be cumulative for the grant period
41 and should include the answers to the Management Questions and a narrative indicating any
42 positive or negative deviations from projected outputs and outcomes as contained in your
43 approved Logic Model.
44

3. HUD shall determine the Grantee's progress based upon a comparison between the Grantee's actual performance and its performance objectives and timelines established in the HUD-approved PH FSS Action Plan and Logic Model.
4. The Grantee will use the performance measures HUD approved in the approved Logic Model to track its progress. These performance measures must be part of baseline reporting and must be reported for each reporting period during the term of the grant using the Logic Model and the SF-425.
 - a. The Grantee shall use the Logic Model to report on the grant's performance (outputs and outcomes).
 - b. If the Grantee is not meeting its promised objectives, the narrative should explain why such progress is not being made. Other pertinent information, such as cost-overruns, should also be included.
 - c. The financial report shall be submitted using SF-425.
5. During the term of the grant, HUD may ask Grantees to begin reporting using a web-based performance measurement tool. This tool will capture information contained in the Logic Model, but may also be designed to capture narrative and budget information in which case the Grantee may submit all its required reports via the Internet.
6. The HUD field office shall maintain official records on the Grantee's performance measures and its progress reports. However, the Grantee must also maintain such records, including the Logic Model and SF-425, HUD review, and/or evaluations.
7. No grant payments shall be approved until all required reports (Logic Model, and SF-425) are received and approved by the HUD field office.

SUBARTICLE F: ADMINISTRATIVE REQUIREMENTS

1. Grantees must comply with all current HUD program rules and regulations.
2. The Grantee shall maintain, and have access to, copies of documents relating to the award and administration of this grant for at least three years after final closeout date of the grant for inspection by HUD, the General Accounting Office, or their duly authorized representatives.
3. The accounting systems of the Grantee must ensure that HUD funds are not co-mingled with funds from other Federal, State, Tribal, or local government agencies or other HUD program funds. Funds specifically budgeted and/or received for one program may not be used to support or reimburse another. Where the Grantee's accounting system cannot comply with this requirement, the Grantee must establish a system to provide adequate fund accountability.

1 for each program for which it has been awarded funds. The Grantee's selection of
2 depository facility (such as a bank for example) shall be compliant with Federal regulations
3 and have insurance from the Federal Deposit Insurance Corporation or the National Credit
4 Union Share Insurance Fund to insure the established account.
5

- 6 4. The Grantee agrees to comply with the following requirements for which HUD has
7 enforcement responsibility:
8

9 Grantees are required to comply with the standards set forth in OMB Circular A-87
10 on Cost Principles for State and local governments, which has been codified as 2 CFR
11 Part 225.
12

- 13 5. Equal Opportunity Requirements. Grant funds must be used in accordance with the
14 following:
15

- 16 a. The requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d)
17 (Nondiscrimination in Federally Assisted Programs) and implementing
18 regulations issued at 24 CFR Part 1.
19
20 b. The prohibitions against discrimination on the basis of age under the Age
21 Discrimination Act of 1975 (42 U.S.C. 6101-07) and implementing regulations at
22 24 CFR Part 146, and the prohibitions against discrimination against handicapped
23 individuals under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794)
24 and implementing regulations at 24 CFR Part 8.
25
26 c. The requirements of Executive Order 11246 (Equal Employment Opportunity)
27 and the implementing regulations issued at 41 CFR Chapter 60.
28
29 d. The requirements of Section 3 of the Housing and Urban Development Act of
30 1968, (12 U.S.C. 1701u) State that (1) to the greatest extent feasible, opportunities
31 for training and employment arising in connection with the planning and carrying
32 out of any project assisted with grant funds be given to low-income persons
33 residing within the unit of general local government or the metropolitan area (or
34 non-metropolitan county) as determined by HUD, in which the project is located;
35 and (2) to the greatest extent feasible, contracts for work to be performed in
36 connection with any such project be awarded to business concerns, including but
37 not limited to individuals or firms doing business in the field of planning,
38 consulting, design, architecture, building construction, rehabilitation,
39 maintenance, or repair, which are located in or owned in substantial part by
40 persons residing in the same metropolitan area (or non-metropolitan county) as
41 the project. For the PIH FSS program, this applies to the hiring of FSS
42 Coordinators.
43

6. Affirmatively furthering fair housing requirements in accordance with the FY 2008 SuperNOFA General Section. See addendum.
7. Any requirements that may be imposed by HUD are subject to the National Environmental Policy Act or other legislation implemented by 24 CFR Part 50. HUD regulatory requirements on toxic chemicals, noise, and airport clear zones also apply.
8. The regulations in 24 CFR 87, related to lobbying, including the requirement that the Grantee obtain certifications and disclosures from all covered persons.
9. Drug-free Workplace Requirements (Grants) in 24 CFR 21.
10. Restrictions on participation by ineligible, debarred or suspended persons or entities at 24 CFR Part 24, which are applicable to contractors and subgrantees.
11. Other applicable regulations.
12. The Grantee's computer systems must operate in accordance with HUD's computer systems and software to facilitate any and all electronic documents for conversion to HUD computer systems and software. That is, when sending/transferring documents, e-mail, or CDs to HUD, the systems must be compatible so that HUD receives an exact copy.
13. The Grantee's computer and information systems must be able to access HUD's website(s) so that data can be inputted as may be required by the grant, information can be retrieved and funding through HUD's E-LOCCS system may be accessed.
14. Refer to Notice PIH 2009-47 at <http://www.hud.gov/offices/pih/programs/ph/am/of/opfnd2010.cfm> for information on calculating the escrow funds in your Operating Fund calculation.

SUB-ARTICLE G: GRANT CLOSEOUT

1. OMB Circular A-110 prescribes uniform closeout procedures for Federal grants and other agreements.
2. 24 CFR Part 85 prescribes uniform closeout procedures for Federal cooperative agreements/grant agreements.
3. It is the responsibility of the Grantee to comply in full with all closeout-reporting requirements and to submit closeout reports in a timely manner.
4. The Grantee shall initiate project closeout within 30 days of the grant's termination date. At HUD's option, the Grantee may delay initiation of project closeout until the resolution of any

1 HUD monitoring findings. If HUD exercises this option, the Grantee must promptly resolve
2 the findings.
3

- 4 5. The Grantee recognizes that the closeout process may entail review by HUD to determine
5 compliance with the grant agreement. The Grantee shall cooperate with any and all reviews
6 which may include making available records requested for on-site HUD inspection.
7
- 8 6. Within 90 days after the end date of the grant or any approved extension (revised end-date),
9 the following documents must be submitted by the Grantee to the HUD field office:
10
- 11 a. A certification of project completion, which is a statement signed by the grantee.
12
 - 13 b. A certification of compliance with all requirements of the grant agreement, which is a
14 statement signed by the grantee.
15
 - 16 c. **Final Financial Report (SF-425)**. The final report will be a cumulative summary of
17 expenditures to date and must indicate the exact balance of unexpended funds.
18 (Report shall cover grant start date to the end of grant). When the final HUD form
19 SF-425 is approved, the HUD field office will establish the amount due to HUD or
20 cancel (recapture) any unused grant funds as applicable.
21
- 22 8. **Final Logic Model**. The Logic Model must be completed to reflect all grant outputs and
23 outcomes achieved during the term of the grant. The Final Logic Model must also include
24 responses to the Management Questions and a narrative indicating any positive or negative
25 deviations from projected outputs and outcomes as contained in your approved Logic Model.
26
- 27 7. When the HUD field office has determined to its satisfaction that the grant activities were
28 completed and all Federal requirements were satisfied, the HUD field office will execute a
29 closeout amendment to the Grant Agreement with the Grantee.
30
- 31 8. The Closeout Agreement or clause will include the Grantee's agreement to abide by any
32 continuing Federal requirements.
33
- 34 9. Failure to submit the required financial report, logic model, or any required audit report; or to
35 resolve program, financial or audit issues, may result in a suspension or termination of any
36 and/or all HUD grant payments.
37

38 SUB-ARTICLE H: DEFAULT 39

- 40 1. **Definition**. A default under this Agreement shall consist of *using grant funds for a purpose*
41 *other than as authorized by this agreement*; any noncompliance with legislative, regulatory,
42 or other requirements applicable to this Agreement; any other material breach of this
43 Agreement; or any material misrepresentation in the application submissions.
44

- 1 2. **HUD Preliminary Determination of Default.** If HUD makes an initial determination that
2 the Grantee is in default, HUD will give the Grantee written notice of this determination and
3 of the corrective or remedial action the Grantee must take in order to avoid default. The
4 Grantee shall have an opportunity to demonstrate, per HUD Handbook 2210.17, and on the
5 basis of substantial facts and data, that it is not in default, or that the proposed corrective or
6 remedial action is inappropriate, before HUD implements the remedial action.
7
- 8 3. HUD shall provide the Grantee with an opportunity at the earliest possible time to
9 demonstrate that it is not in default or that the proposed remedial action is inappropriate or
10 unnecessary.
11
- 12 4. If HUD determines that there is an imminent probability that the Grantee will continue to
13 expend grant funds contrary to this agreement unless HUD takes immediate action, HUD
14 may, concurrently with issuing a written notice of default, implement a remedial action
15 appropriate to prevent such expenditure.
16
- 17 5. Corrective or remedial actions that HUD may order under this Agreement include, but shall
18 not be limited to, the following:
19
- 20 a. Requiring the Grantee to prepare and follow a HUD approved schedule of actions
21 and/or a plan for properly completing the activities approved under the grant;
22
 - 23 b. Discontinuing draw-downs under LOCCS and prohibiting payment or
24 reimbursement for any grant activities or, if more appropriate, for only those
25 activities affected by the default; and
26
 - 27 c. Requiring reimbursement by the Grantee to HUD for grant amounts used
28 improperly.
29
- 30 6. **Grantee Failure to Remedy Default.** Where HUD determines that remedial actions
31 required by HUD to be taken by the Grantee have not been undertaken as instructed, or will
32 not be effective in correcting the default and to prevent further default, HUD may take the
33 following additional corrective and remedial actions under this Agreement:
34
- 35 a. Change the method of payment from LOCCS to some other available method of
36 payment, which involves HUD manual review and approval of every drawdown
37 request and permits draws only on a reimbursement basis.
38
 - 39 b. Suspend the Grantee's authority to make drawdowns for affected activities for no
40 more than ninety (90) days pending action to cure the default and prevent further
41 default by the Grantee, or pending final remedial action by HUD.
42
 - 43 c. Reduce the grant in the amount affected by the default;
44

- d. Terminate the grant and initiate closeout procedures;
- e. Take action against the Grantee under 24 CFR Part 24 with respect to future HUD or Federal grant awards;
- f. Require reimbursement by the Grantee to HUD for grant amounts used improperly; and
- g. Take any other remedial action legally available.

SUBARTICLE I: GRANT MODIFICATION OR TERMINATION BY AGREEMENT BETWEEN HUD AND GRANTEE

1. HUD and the Grantee may mutually agree to modify this agreement as to time, cost, or activity using form HUD-1044 in whole or in part, at any time.
2. HUD or the Grantee, in accordance with OMB Circular A-110 may mutually agree to terminate the agreement for convenience, after 30 days advance written notice, if it is in the best interest of any of the parties. The termination notice must specify the reason for the termination action and the proposed effective date.

SUB-ARTICLE J: DISPUTES

During the performance of this grant, disagreements may arise between the Grantee and HUD on various issues. If a dispute concerning a question of fact arises, the grant Officer, after hearing from both parties, HUD and the Grantee, shall prepare a final decision, taking into account all facts and documentation presented. The decision shall be mailed to the Grantee. The Grantee may appeal any decision by letter to the local HUD Field Office Director, Public Housing Division/Office of Native American Programs of the HUD office administering this Grant Agreement. The decision of the Director shall be final.

ARTICLE III: GRANTEE PERFORMANCE

HUD will judge performance based upon whether the Grantee achieves the agreed upon activities within grant time limits and within budget and whether the Grantee has produced tangible results through the execution of grant activities.

ARTICLE IV: GRANTEE MISREPRESENTATION

The Grantee or any subcontractor to the Grantee bound by this instrument who makes or

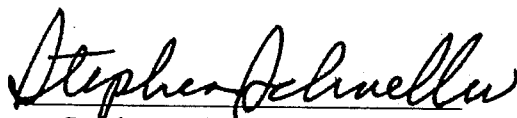
1 causes to be made a false statement, claim, or misrepresentation, which the Grantee or entity
2 knows or has reason to know is false, may be imprisoned and/or fined in accordance with civil or
3 criminal penalties and/or fines applicable under law, including Title 18 of the United States Code
4 (U.S.C.), Title 31, et seq. (Program Fraud Civil Remedies Act) and any other applicable
5 provisions of Federal, State or local law.
6

1 WITNESS WHEREOF, the parties have executed this Grant Agreement by their duly authorized
2 signatories as of the date signed by both parties.

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4 

5
6 Dan Nackerman
7 Executive Director
8 Housing Authority of the
9 County of Marin

4/12/10
DATE

10
11
12 

13 Stephen Schneller, Director
14 Office of Public Housing
15
16

4/21/2010
DATE

1 **AFFIRMATIVELY FURTHERING FAIR HOUSING ADDENDUM**

2 Section III.C.4.b of the **General Section** of the NOFA informs applicants that HUD has a statutory
3 duty to affirmatively further fair housing, and that HUD requires the same of its funding recipients.
4 Successful applicants for this program will certify in their grant agreement/other funding
5 arrangement that they will take reasonable steps to affirmatively further fair housing and maintain
6 records of these steps and their impacts. Reasonable steps include, but are not limited to: (1)
7 advertising for the Service Coordinator position widely in the community, (2) marketing the program
8 to all eligible persons, including persons with disabilities and persons with limited English
9 proficiency, (3) making buildings and communications that facilitate applications and service
10 delivery accessible to persons with disabilities (see, for example, HUD's rule on *effective*
11 *communications* at 24 CFR 8.6), (4) providing fair housing counseling services or referrals to fair
12 housing agencies, (5) informing participants of how to file a fair housing complaint, including
13 providing the toll-free number for the Housing Discrimination Hotline: 1-800-669-9777, and (6) if
14 the program has a goal of homeownership or housing mobility, recruiting landlords and service
15 providers in areas that expand housing choice to program participants. Record-keeping covers, but is
16 not limited to, the race, ethnicity, familial status, and disability status of program participants. Prior
17 to execution of the grant agreement/other funding arrangement, the successful applicant will submit a
18 statement to the HUD Field Office outlining the reasonable steps it plans to take to affirmatively
19 further fair housing and how it proposes to maintain records of such activities and their impact.
20 Indian tribes and tribally designated housing entities receiving assistance under NAHASDA are not
21 subject to the Fair Housing Act and, therefore, are not required to submit a statement on affirmatively
22 furthering fair housing. (24 CFR 1000.12(d)) ***Prior to execution of the grant agreement/other***
23 ***funding arrangement, the successful applicant will submit a statement to HUD outlining the***
24 ***reasonable steps it plans to take to affirmatively further fair housing and how it proposes to***
25 ***maintain records of such activities and their impact.***
26

27 **CONTRACT ADMINISTRATOR PARTNER AGREEMENT**

28 Applicants that are on the PHAS Troubled list generated by the Real Estate Assessment Center
29 (REAC) at the deadline date of the application are required to submit a signed Contract
30 Administrator Partnership Agreement. The agreement must be for the entire grant term. If an
31 applicant that is required to have a Contract Administrator Partnership Agreement fails to submit
32 one or if it is incomplete, incorrect, or insufficient, this will be treated as a technical deficiency.
33 The Contract Administrator must ensure that the financial management system and procurement
34 procedures that will be in place during the grant term will fully comply with 24 CFR Part 85.
35 Contract Administrators are expressly forbidden from accessing HUD's Line of Credit Control
36 System (LOCCS) and submitting vouchers on behalf of grantees. Contract Administrators must
37 also assist grantees to meet HUD's reporting requirements. Contract Administrators may be:
38 local housing agencies; community-based organizations such as community development
39 corporations (CDCs), churches, temples, synagogues, mosques; nonprofit organizations;
40 state/regional/local associations, agencies and organizations. Troubled PHAs are not eligible to
41 be Contract Administrators. Organizations that the applicant proposes to use as the Contract
42 Administrator must not violate or be in violation of other conflicts of interest as defined in 24

CFR part 85. HUD Field Offices or Area ONAPs will have final approval of Contract Administrators at time of grant agreement execution.

This provision applies to the following grants

2009-FSSR-MA023-15022	Lynn Housing Authority & Neighborhood Development (LHAND)
2009-FSSR-NY088-15030	New Rochelle Municipal Housing Authority
2009-FSSR-CA064-15043	Housing Authority of the City of San Luis Obispo
2009-FSSR-OH070-15059	Fairfield Metropolitan Housing Authority
2009-FSSR-AL077-15063	Tuscaloosa Housing Authority
2009-FSSR-OH066-15072	Morgan Metropolitan Housing Authority
2009-FSSR-OH024-15078	Chillicothe Metropolitan Housing Authority
2009-FSSR-NC022-15097	Housing Authority of the City of Greenville
2009-FSSR-IN021-15111	Housing Authority of the City of Terre Haute
2009-FSSR-NJ002-15126	The Newark Housing Authority
2009-FSSR-AL002-15144	Mobile Housing Board
2009-FSSR-MI001-15195	Detroit Housing Commission
2009-FSSR-LA001-15212	Housing Authority of New Orleans
2009-FSSR-IL004-15233	Springfield Housing Authority
2009-FSSR-AL169-15098	Housing Authority of the City of Prichard

PAST PERFORMANCE REIVEW – PROBATIONARY CONTINGENCY

If the Field Office has concerns about the Past Performance of a renewal applicant, funds may still be awarded, but the Field Office, in consultation with the Program Office may execute the grant agreement with a probationary contingency as an addendum. *This contingency should be negotiated between the field office and the grantee and submitted to the Anice Chenault in the program office at anice.m.schervish@hud.gov for review of the program office and program counsel before execution of the grant agreement.* Field requested Grant Agreements with contingencies for the grantees below, but others may be added:

<u>GMC Assignment</u>		
<u>Number</u>	<u>Organization</u>	<u>HA Code</u>

15004	Charleston-Kanawha Housing Authority	WV001
15031	Parkersburg Housing Authority	WV005
15193	Housing Authority of Savannah	GA002
15235	Housing Authority of the City of Oxnard	CA031
15261	Tri-City Housing Authority	GA283

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