

PART I

AGREEMENT BETWEEN THE CITY OF SAVANNAH  
and  
THE SALVATION ARMY, A Georgia Corporation  
CFDA NO. – 14.231

THIS Agreement is made as of the 1st day of January, 2016, by and between the Mayor and Aldermen of the City of Savannah, Georgia, hereinafter called the CITY, and The Salvation Army, A Georgia Corporation Savannah Georgia, hereinafter called the SUBRECIPIENT.

WHEREAS The CITY receives federal Emergency Solution Grant (hereinafter called ESG) funds for the purpose of assisting non-profit organizations in providing shelter and services to the homeless; and

WHEREAS the SUBRECIPIENT is a non-profit organization concerned with providing emergency shelter and preventive services to the homeless; and

WHEREAS the Mayor and Aldermen of the City of Savannah resolved on November 12, 2015 to provide a grant of \$127,728 in 2016 ESG Homelessness Prevention funds by the CITY to the SUBRECIPIENT;

NOW, THEREFORE, the CITY and the SUBRECIPIENT, agree as follows:

ARTICLE I  
SCOPE OF SERVICES

Task 1: The SUBRECIPIENT shall use its ESG funds to assist eligible persons with rent, and utility payments to prevent them from becoming homeless. In accordance with 24 CFR Part 576 (ESG regulations), an eligible person is one who has received eviction notices or notices of termination of utility services and:

- whose inability to make the required payments is due to a sudden reduction in income;
- the assistance is necessary to avoid the eviction or termination of services;

Task 2: The SUBRECIPIENT shall establish a database of clients receiving assistance and a practical system of referrals to any other agencies that have been identified to provide assistance to the same clients within a twelve month period. The SUBRECIPIENT will input its clients' information into the Pathways Homeless Management Information System in a timely manner and all 2016/2017 required data into the system by no later than December 31, 2017.

Task 3: The SUBRECIPIENT shall endeavor to assist **125 unduplicated individuals in 33 households** during the period of this Agreement with **rental and utility** assistance and provide the following services to prevent persons at risk of homelessness from becoming homeless:

- a. Establish a self-sufficiency plan for all clients receiving program assistance
- b. **55** Persons will gain stability in housing
- c. **55** Persons will complete Consumer Credit Counseling Training

Task 4: The SUBRECIPIENT will employ a Homeless Prevention case manager(s) who will conduct initial intake and assessment interviews and will ensure the following:

- a. The case manager will determine the level of assistance required by client and/or family and will develop a plan for the applicant(s) that addresses their situation.

- The case manager will also be responsible for verifying and documenting the risk of homelessness that qualifies the participants for assistance.
- b. If Homeless Prevention ESG funds are used to pay *rental and/or utility assistance in arrears, assistance must be included within and limited to the 3 months of assistance for each type.*
  - c. Clients/participants are not to receive another federal, state, or local housing subsidy for the same ESG Homeless Prevention cost type or period of time.
  - d. All payments for any financial assistance under this (ESG) grant are to be made only to third parties.
  - e. In situations where there is a break in assistance (e.g., the client receives two months of assistance, is exited from the program, and later re-applies for assistance), the household must be re-evaluated as if they were going through an initial consultation.
  - f. Legal services reimbursed through the grant, are only for homelessness prevention and does not involve any mortgage related issues.
  - g. The household applicant must be a U. S. Citizen or legally admitted alien with a social security card, and be a resident of the City of Savannah.
  - h. Applicants MUST meet the HUD definition of an "at-risk" individual or family, and be at or below 30% of Area Median Income (AMI).
  - i. Case Manager will ensure that client is at risk of losing housing by confirming both of the following: 1) no appropriate subsequent housing options identified AND 2) lack of financial resources and support networks needed to obtain other immediate housing or remain in existing housing.
  - j. Case Manager will document that all assistance paid for a particular unit/dwelling does not exceed the actual rental cost(s) and that actual rental costs is/are in compliance with HUD's standard for rent reasonableness.
  - k. Program staff will document that any unit/residence that program participants will reside in has been inspected prior to occupancy and that habitability standards were met.
  - l. Agency will utilize HUD's income eligibility calculator to determine the income eligibility and assistance amounts for beneficiaries of federally-assisted programs and maintain a copy of the summary as part of the beneficiaries file.
- Task 5: The SUBRECIPIENT shall establish a formal process for terminating assistance to any individual or family that violates program requirements. This process must recognize the rights of the individuals affected, which may include a hearing.

ARTICLE II  
RESPONSIBILITIES OF THE SUBRECIPIENT

**A** DEBARRED AND SUSPENDED CERTIFICATION

1. The SUBRECIPIENT warrants that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement under the provisions of 24 CFR Part 24.
2. The SUBRECIPIENT shall submit to the City prior to its signing of this Agreement, the certification described in **Part III** stating that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract.
3. The SUBRECIPIENT shall not use, directly or indirectly, any of the funds provided by this Agreement to employ, award contracts to, or otherwise engage the services of, or fund any contractor during any period that the contractor in debarred, suspended or ineligible under the provisions of 24 CFR Part 24. The SUBRECIPIENT agrees by signing this agreement that it will include the following clause, without modification, in all subcontracts and in all solicitations for subcontracts including those with consultants:

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier\* Covered Transactions**

**B. RECORD KEEPING**

1. The SUBRECIPIENT shall maintain financial records in accordance with the requirements prescribed by the U.S. Department of Housing and Urban Development (hereinafter called HUD) and set forth in Part II to this Agreement.
2. The SUBRECIPIENT shall maintain records on clients to whom services are provided under this Agreement in accordance with the requirements prescribed by HUD. Such records shall contain sufficient information to establish for each client his or her eligibility for services under the ESG programs, and shall include, as a minimum, the number of persons in the client's household, the client's homeless status, the client's racial group and whether the client is a member of a male headed household. Records shall also include a description of the services received by each client.
3. The SUBRECIPIENT shall maintain a record of all non-expendable property costing more than \$5,000 which is purchased with funds provided under this Agreement, as described in Part II. Such equipment may not be disposed of without the approval of the City.
4. The SUBRECIPIENT shall maintain time sheets detailing the activities of all employees who perform work covered by this Agreement and also perform work not covered by this Agreement and not eligible for ESG assistance.
5. The SUBRECIPIENT shall maintain the **Homeless Management Information System (HMIS)** to comply with the following Congressional directive: to collect unduplicated counts of homeless; to analyze service use; and monitor and the effectiveness of local systems in reducing homelessness.
6. **Annual Fire Prevention Inspection:** The CITY and each SUBRECIPIENT is required to have an **annual Fire Prevention Inspection Report on hand for each** of its City-assisted (ESG) facilities in which ESG staffing and programs operate. The inspection should be completed within the program year of this contractual agreement. A free building Fire Inspection may be requested by calling the CITY Fire Prevention/Fire Marshal's Office at 912-644-5960.
7. **Program Eligibility Standards and Verification.** The list of items considered acceptable as SUBRECIPIENT's documentation/verification of ESG program eligibility are as follows:  
**Client Eligibility:** Agency intake or assessment form, signed and dated by case manager and client.
  - Documents family size and family income.
8. **Sources of Income:**
  - Third-party documentation/official documents verifying any Social Security, Statement of TANF benefits, or other government payments, food stamps, earned income, retirement income, etc. Official letters and e-mails, paycheck stubs, etc.
  - In the absence of third party documentation, client must sign a **self-attestation/self-certification** form stating any monthly income.
  - For any other adult (18+) family members, the same above applies.
9. **Amount of Income:** The client's eligibility file must show **how the agency calculated** the total annual Family Income and the dollar (\$) amount of the **annual Family Income**.
10. All records pertaining to this Agreement shall be made available for inspection for at least five years after the grant expiration as further described in Part II.

**C. REPORTS AND MEETINGS**

1. At such time and in such forms as HUD or the CITY may require, there shall be furnished to HUD or the CITY such statements, records, reports, and information pertaining to matters covered by this Agreement as HUD or the CITY may request, including, but not limited to the following:
  - a. Notification of any changes to the budget set out at Attachment A.
  - b. Notification of all awards of grants or other funds that will support the services described in this agreement.
  - c. SUBRECIPIENT monthly report.
2. The SUBRECIPIENT'S 2016/2017 Monthly Reports are due to the CITY by the 3<sup>rd</sup> of the next month:
  - a. **Monthly reports are to be submitted only in the electronic Excel format provided to the SUBRECIPIENT by the CITY, shown in Attachment B.** There are two worksheets in the monthly report file: (1) **Salvation Army Monthly Performance Report** and (2) **Participants Report**, showing the list of clients served for the month. A PDF copy is not acceptable, but may accompany the electronic file. All worksheets must be completed and reviewed, ensuring that they reconcile to the Summary Report, before submitting the report to the CITY.
    - b. The **file-naming requirement for monthly reports is:**  
**2016 Monthly Report-Salvation Army\_Report\_January\_Revisions**  
*will be named as follows:*  
**2016 Salvation Army Report\_JANUARY Revised XX-XX-XXXX (date)**
  3. The CITY reserves the right to increase the frequency of reports as may be necessary.
  4. Federally-assisted SUBRECIPIENTS are required to maintain and report employment data for their agency to the CITY annually on the Equal Employment Opportunity Commission's (EEOC) survey. The **annual EEO-4 Survey**, must be submitted to the CITY 30 days after the end of the EEOC's fiscal year (July 1-June 30). The survey reports the SUBRECIPIENT's status on **June 30th** of each year.
  5. A reviewed or audited financial statement for the period covered by this Agreement or for such other period as the CITY may agree, performed by a competitively-procured, independent Certified Public Accountant. SUBRECIPIENTS that receive less than \$500,000 in federal awards during their fiscal year from all sources are required to submit their financial statements in accordance with generally accepted accounting standards and practices. A listing of all Federal grant funds expended is to be included as a note, or included in the Schedule of Expenditures of Federal Awards. The financial statements or audit, including any management letter issued by the auditor to the agency, shall be furnished to the CITY Representative within six months of the end of the SUBRECIPIENT's fiscal year.
  6. Copies of all reports, brochures, advertisements, newsletters, and other materials published by the SUBRECIPIENT pertaining to services provided under this Agreement.
  7. The SUBRECIPIENT shall attend or hold such meetings as the CITY may require.

**D. ACKNOWLEDGMENT OF FUNDING SOURCE**

The SUBRECIPIENT shall affix a sign in a prominent position inside or outside its premises including the following words:

**“Supported by the City of Savannah  
and the  
U.S. Department of Housing and Urban Development”**

The SUBRECIPIENT shall also acknowledge the support of the CITY and HUD in all published print and electronic materials as stated in Part II to this Agreement, including the Program description on the SUBRECIPIENT’s World Wide Web site.

**E. CONSULTATION ON PUBLICITY EVENTS**

The SUBRECIPIENT shall consult with and involve the City in the preparation of any press conference or public event that is directly related to the program supported with ESG funds. In addition, on a monthly basis, the SUBRECIPIENT shall supply the CITY with an update of all current events, i.e. recognition awards and publicity events.

**ARTICLE III  
RESPONSIBILITIES OF THE CITY**

**A. COORDINATION**

The CITY will appoint one staff member as its representative. This person will coordinate the CITY’s participation in the agreement and will also be responsible for monitoring progress and coordinating required meetings.

**For the City:**

**Dwayne T. Bailey**  
Program Analyst  
Community Planning and Development

**For the SUBRECIPIENT:** Linda James, Business Administrator

**B. MONITORING AND PERFORMANCE REVIEW**

1. The CITY may at any time inspect the progress of work, provided that it is, as far as possible, convenient to the SUBRECIPIENT. Inspection shall include, but not be limited to, the following:

- a) The CITY shall review all written reports required by the Agreement. If a report is incomplete, incorrect or otherwise deficient, the CITY shall promptly notify the SUBRECIPIENT of the deficiency in writing.
- b) The CITY shall monitor the progress of work and inspect records at the SUBRECIPIENT’s premises as often as it shall deem necessary, and in any event conduct at least two monitoring visits per year. A monitoring visit will consist of a single programmatic and financial visit. Technical assistance will be conducted separately or in conjunction with a programmatic or financial visit based on the result of the initial risk analysis.

2. The City reserves the right to attend all or any meetings of the SUBRECIPIENT’s Advisory Board, or other governing body, and its subcommittees.

**C. AVAILABILITY OF INFORMATION**

The CITY shall make available to the SUBRECIPIENT such information pertaining to services provided under this Agreement as it deems necessary, including previous reports, government regulations and other materials.

**ARTICLE IV  
TIME OF PERFORMANCE AND COMPENSATION**

- A. TIME OF PERFORMANCE**
1. This Agreement shall be effective as of the date and year first written above and shall continue through December 31, 2017.
- B. EXTENSION OF TIME**
- The time of completion may be adjusted only by written agreement between the parties.
- C. COMPENSATION**
1. The CITY shall reimburse the SUBRECIPIENT for 2016 PROGRAM expenses in an amount not to exceed a total of **\$127,728** in the period covered by the Agreement. Reimbursable expenses, as set forth in Attachment A, along with a printed/signed hard copy that will be submitted as a cover for the monthly reimbursement request sent to the CITY. Supporting documents must include a Summary of Costs that equals to the amount of the reimbursement request.
2. **Monthly Reimbursements.**
- a. All monthly requests for reimbursement under this grant will be submitted electronically using the SUBRECIPIENT REIMBURSEMENT REPORT, Attachment C, along with a printed/signed hard copy that will be submitted as a cover for the monthly reimbursement request sent to the CITY.
- Supporting documents must include a Summary of Costs that equals to the amount of the reimbursement request.
- b. Reimbursement requests must be signed by the SUBRECIPIENT's authorized representative, such as President, CEO, Executive Director, or Finance Director.
- c. **The SUBRECIPIENT REIMBURSEMENT REPORT** must show the costs incurred in providing services under this Agreement during the month, and other reports required under Article II above must be submitted to the CITY in a timely manner. **The request must be supported by adequate documentation, including, but not necessarily limited to, payrolls, paid invoices or receipts, and copies of checks issued or payroll deposits made.** Reimbursement will be made within fifteen working days after receipt of the financial statement, contingent upon satisfactory performance under the Agreement.
3. Supporting documents will include a summary of costs that equals the amount of the reimbursement request. The financial statement that accompanies the reimbursement request must be supported by a combination of documents which substantiate the expenditure has actually been paid to the third party. These documents may include a combination of: employee payroll checks and check stubs, copies of checks, automated debits to agency accounts, wire transfers, third party statements of payments received, bank statements verifying check numbers that have cleared agency accounts along with a copy of the check, cancelled checks, paid invoices or receipts. **Invoices or bills due for payment are not acceptable documentation, and agencies should wait until they can access or have received receipts, cancelled checks and/or statements from third party vendors showing the payment has been received and applied to the bill before submitting the expenditure to the City for reimbursement.**
4. The final request for the disbursement of ESG funds shall be reconciled and submitted to the CITY within **15** days of the close of the program year, i.e., no later than **January 15, 2018**.
5. In no case will the CITY reimburse any portion of any cost determined to be ineligible under this Agreement or under ESG regulations, regardless of any mistaken determination of eligibility at the time the costs were incurred, nor will the CITY reimburse any cost which has been or will be reimbursed from another source.

**D. MATCHING FUNDS**

During the period in which this Agreement is effective, the SUBRECIPIENT shall contribute not less than **\$127,728** of the cost of the services provided under this Agreement. Such contribution may include grants or donations from other sources and the value of goods or services provided in kind by the SUBRECIPIENT or its donors or volunteers.

**ARTICLE V**  
**CONDITIONS OF PERFORMANCE**

**A. INDEMNITY AND HOLD HARMLESS**

The SUBRECIPIENT shall indemnify and hold harmless the CITY from all claims, damage, expense, costs and liability due to the activities of the SUBRECIPIENT, its sub-contractors, agents and employees in the performance of this Agreement.

**B. DISPUTES, DEFAULT AND TERMINATION**

The SUBRECIPIENT agrees to the conditions relating to disputes, default and termination set out in Part II.

**C. COMPLIANCE WITH ALL LAWS**

All services performed hereunder shall be in accordance with all federal, state, and local laws, ordinances, rules and regulations including, but not limited to, those laws, rules and regulations outlined in Part II of this agreement and 24 CFR Part 576 (ESG Regulations).

**D. REVERSION OF ASSETS**

In the event that this Agreement is terminated or expires without replacement or extension by similar agreement, the SUBRECIPIENT shall transfer to the City any City Program funds on hand and accounts receivable attributable to the use of ESG monies which, when received, would be City Program funds and program income.

**E. SUSPENSION AND TERMINATION**

The City may suspend or terminate this agreement if the SUBRECIPIENT materially fails to comply with any term of the Agreement. The Agreement may also be terminated in whole or in part by the City or the SUBRECIPIENT upon written notification setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if, in the case of partial termination, the City determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the CITY may terminate the award in its entirety.

ARTICLE VI  
NOTICES

All notices given pursuant to this Agreement shall be mailed or delivered to the following addresses or such other address as a party may designate in writing:

Notices to the CITY:

Notices to the SUBRECIPIENT:

Office of the City Manager  
City of Savannah  
P.O. Box 1027  
Savannah, GA 31402

Board of Trustees, Chairman  
The Salvation Army  
P.O. Box 23798  
Savannah, GA 31403

cc: Dwayne Bailey  
City Representative

IN WITNESS WHEREOF, the parties hereto have made and executed this legal and binding Agreement the day and year first written above:

**OWNER: THE MAYOR AND ALDERMEN OF THE CITY OF SAVANNAH, GEORGIA**

BY: *[Signature]*  
CITY MANAGER

ATTEST: *[Signature]*  
CLERK OF COUNCIL

WITNESS: *[Signature]*

NOTARY PUBLIC: *[Signature]*

DATE: \_\_\_\_\_



**SUBRECIPIENT: THE SALVATION ARMY, A GEORGIA CORPORATION**

BY: *[Signature]*  
EXECUTIVE DIRECTOR

CORPORATE SEAL:

WITNESS: \_\_\_\_\_

NOTARY PUBLIC: *[Signature]*

DATE: November 22, 2016

**MARIA L HOUNCHELL**

**NOTARY PUBLIC  
GWINNETT COUNTY, GEORGIA**

