



RESOLUTION

AUTHORIZING THE MAYOR, THE DIRECTOR OF THE DEPARTMENT OF COMMUNITY SERVICES, OR THE DIRECTOR'S DESIGNEE TO RECEIVE AND EXPEND FUNDS FROM THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT'S 2016 CONTINUUM OF CARE HOMELESS ASSISTANCE PROGRAM TO CONTINUE FUNDING FOR THE CONSOLIDATED PH 2016 PROJECT

WHEREAS, Sections 12(b) and 12(e) of Ordinance No. 16-14, relating to the Executive Operating Budget and Program for the Fiscal Year July 1, 2016 to June 30, 2017, require that limited purpose monies not specified in said Ordinance shall be subject to City Council approval; and

WHEREAS, since 1996, the Department of Community Services (DCS) has applied for and been awarded federal funds made available under the Continuum of Care Homeless Assistance Program (CoC) administered by the U. S. Department of Housing and Urban Development (HUD); and

WHEREAS, HUD has awarded the Honolulu CoC grant funds ranging between \$3.7 million and \$9.9 million each year since 1996 for programs carried out by nonprofit agencies on Oahu; and

WHEREAS, the nonprofit agencies receiving grant funds through the Honolulu CoC shall be responsible for obtaining required matching funds; and

WHEREAS, the Honolulu CoC's receipt of such grant funds has assisted many persons experiencing homelessness in obtaining a safe place to live and needed services, as well as transitioning to permanent housing with supportive services; and

WHEREAS, without such grant funds, the degree of homelessness in our community would be significantly higher; and

WHEREAS, on February 15, 2017, HUD notified DCS that six (6) of its Honolulu CoC project applications, including Consolidated PH 2016, were selected for funding for a total amount of \$6,689,511, which notification is attached hereto as Exhibit A; and

WHEREAS, the Consolidated PH 2016 is a renewal project that has a period of performance from April 1, 2017 through March 31, 2018; and



RESOLUTION

WHEREAS, on August 12, 2016, DCS submitted to the Honolulu CoC the Consolidated PH 2016 project application, requesting renewal funding for a project that is currently providing 380 units of rental assistance to persons and families that were previously homeless and suffer from disability; and

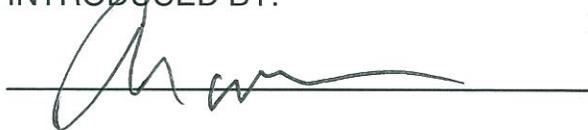
WHEREAS, a copy of the proposed intergovernmental agreement with HUD, is attached hereto as Exhibit B; now, therefore,

BE IT RESOLVED by the Council of the City and County of Honolulu that the receipt and expenditure of grant funds awarded pursuant to the HUD intergovernmental agreement is hereby approved; and

BE IT FURTHER RESOLVED, that the Mayor, the Director of the Department of Community Services or the Director's Designee is hereby authorized to receive and expend the grant funds; and

BE IT FINALLY RESOLVED by the Council of the City and County of Honolulu that copies of this Resolution be transmitted to the Mayor and Gary K. Nakata, Director of the Department of Community Services, 715 South King Street, Suite 311, Honolulu, Hawaii 96813.

INTRODUCED BY:

 (br)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATE OF INTRODUCTION:

**APR 27 2017**

\_\_\_\_\_  
Honolulu, Hawaii

\_\_\_\_\_  
Councilmembers



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
WASHINGTON, DC 20410-7000

OFFICE OF ASSISTANT SECRETARY  
FOR COMMUNITY PLANNING AND DEVELOPMENT

February 15, 2017

Mr. Gary Nakata  
Director, Dept of Community Services  
City and County of Honolulu  
715 South King Street, Suite 311  
Honolulu, HI 96813

Dear Mr. Nakata:

Congratulations! I am delighted to inform you that the Fiscal Year (FY) 2016 Continuum of Care (CoC) Program project application(s) your organization submitted was selected for funding in the total amount of \$6,689,511.

The CoC Program is an important part of HUD's mission. CoCs all over the country continue to improve the lives of men, women, and children experiencing homelessness through their local planning efforts and through the direct housing and service programs funded under the FY 2016 CoC Program Competition. The programs and CoCs funded through the CoC Program continue to demonstrate their value by improving accountability and performance every year. HUD commends your organization for its work and encourages it to continue to strive for excellence in the fight against homelessness.

The conditionally obligated funds for your award(s) are detailed in the enclosure, which lists: the name(s) of the individual project(s); the project number(s); and the specific amount(s) of the obligation(s) for each conditionally selected application. Your local field office will be sending a letter to provide your organization with more information about finalizing your award(s), including execution of your grant agreement(s). Your organization will be able to access these funds once all conditions are satisfied and the grant agreement is fully executed.

Sincerely,

Clifford Taffet  
General Deputy Assistant Secretary  
for Community Planning and Development

Enclosure

Enclosure

HI0014L9C011604

IHS NPLH 2016

\$296,191

HI0029L9C011609

CONSOLIDATED PH 2016

\$5,230,584

HI0051L9C011602

IHS HSH 2016

\$219,999

HI0061L9C011601

IHS Home Sweet Home II 2016

\$131,007

HI0068L9C011603

IHS PSH 2016

\$494,772

HI0087L9C011600

IHS New Youth Rapid Re-Housing 2016

\$316,958

Total Amount:

\$6,689,511



U.S. Department of Housing and Urban Development  
Office of Community Planning and Development  
1132 Bishop Street  
Suite 1400  
Honolulu, HI 96813

Exhibit B

**Tax ID No.: 99-6001257**  
**CoC Program Grant Number: HI0029L9C011609**  
**Effective Date:** March 30, 2017  
**DUNS No.: 111763285**

## CONTINUUM OF CARE PROGRAM GRANT AGREEMENT

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

This Agreement is governed by title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11301 et seq. (the “Act”) and the Continuum of Care Program rule (the “Rule”).

The terms “Grant “ or “Grant Funds” represents 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, and any information or documentation required to meet any grant award condition. All other terms shall have the meanings given in the Rule.

The Application is incorporated herein as part of this Agreement, except that only those project listed, and only in the amount listed on the Scope of Work exhibit, 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.

Exhibit 1, the FY2016 Scope of Work, is attached hereto and made a part hereof. If in the future appropriations are made available for Continuum of Care grants; if the Recipient applies under a Notice of Funds Availability published by HUD; and, if pursuant to the selection criteria in the Notice of Funds Availability, HUD selects Recipient and one or more projects listed on Exhibit 1 for renewal, then additional Scope of Work exhibits may be attached to this Agreement. Those additional exhibits, when attached, will also become a part hereof.

The effective date of the Agreement shall be the date of execution by HUD and it is the date the usage of funds under this Agreement may begin. Each project will have a performance period that will be listed on the Scope of Work exhibit(s) to this Agreement. For renewal projects, the period of performance shall begin at the end of the Recipient’s final operating year for the project being renewed and eligible costs incurred for a project between the end of the Recipient’s final operating year under the grant being renewed and the execution of this Agreement may be paid with funds from the first operating year of this Agreement. For each new project funded under this Agreement, the Recipient and HUD will set an operating start date in eLOCCS, which will be used to track expenditures, to establish the project performance period and to determine when a project is eligible for renewal. The Recipient hereby authorizes HUD to insert the project performance period for new projects into the exhibit without the Recipient’s signature, after the operating start date is established in eLOCCS.

This Agreement shall remain in effect until termination either: 1) by agreement of the parties; 2) by HUD alone, acting under the authority of 24 CFR 578.107; 3) upon expiration of the final performance period for all projects funded under this Agreement; or 4) upon the expiration of the period of availability of funds for all projects funded under this Agreement.

## Recipient agrees:

1. To ensure the operation of the project(s) listed on the Scope of Work in accordance with the provisions of the Act and all requirements of the Rule;
2. To monitor and report the progress of the project(s) to the Continuum of Care and HUD;
3. To ensure, to the maximum extent practicable, that individuals and families experiencing homelessness are involved, through employment, provision of volunteer services, or otherwise, in constructing, rehabilitating, maintaining, and operating facilities for the project and in providing supportive services for the project;
4. To require certification from all subrecipients that:
  - a. Subrecipients will maintain the confidentiality of records pertaining to any individual or family that was provided family violence prevention or treatment services through the project;
  - b. The address or location of any family violence project assisted with grant funds will not be made public, except with written authorization of the person responsible for the operation of such project;
  - c. Subrecipients will establish policies and practices that are consistent with, and do not restrict, the exercise of rights provided by subtitle B of title VII of the Act and other laws relating to the provision of educational and related services to individuals and families experiencing homelessness;
  - d. In the case of projects that provide housing or services to families, subrecipients will designate a staff person to be responsible for ensuring that children being served in the program are enrolled in school and connected to appropriate services in the community, including early childhood programs such as Head Start, part C of the Individuals with Disabilities Education Act, and programs authorized under subtitle B of title VII of the Act;
  - e. The subrecipient, its officers, and employees are not debarred or suspended from doing business with the Federal Government; and
  - f. Subrecipients will provide information, such as data and reports, as required by HUD;
5. To establish such fiscal control and accounting procedures as may be necessary to assure the proper disbursement of, and accounting for grant funds in order to ensure that all financial transactions are conducted, and records maintained in accordance with generally accepted accounting principles, if the Recipient is a Unified Funding Agency;
6. To monitor subrecipient match and report on match to HUD;
7. To take the educational needs of children into account when families are placed in housing and will, to the maximum extent practicable, place families with children as close as possible to their school of origin so as not to disrupt such children's education;
8. To monitor subrecipients at least annually;
9. To use the centralized or coordinated assessment system established by the Continuum of Care as required by the Rule. A victim service provider may choose not to use the Continuum of Care's centralized or coordinated assessment system, provided that victim service providers in the area use a centralized or coordinated assessment system that meets HUD's minimum requirements ;

10. To follow the written standards, developed by the Continuum of Care, for providing Continuum of Care assistance, including those required by the Rule;
11. Enter into subrecipient agreements requiring subrecipients to operate the project(s) in accordance with the provisions of this Act and all requirements of the Rule; and
12. To comply with such other terms and conditions as HUD may have established in the applicable Notice of Funds Availability.

HUD notifications to the Recipient shall be to the address of the Recipient as stated in the Application, unless HUD is otherwise advised in writing. Recipient notifications to HUD shall be to the HUD Field Office responsible for 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 hereto, 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:

  
\_\_\_\_\_  
(Signature)

Mark Chandler, Director  
\_\_\_\_\_  
(Typed Name and Title)

3/30/07  
\_\_\_\_\_  
(Date)

**RECIPIENT**

City and County of Honolulu  
\_\_\_\_\_  
(Name of Organization)

By:

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

\_\_\_\_\_  
(Typed Name and Title of Authorized Official)

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

**Tax ID No.:** 99-6001257  
**CoC Program Grant Number:** HI0029L9C011609  
**Effective Date:** March 30, 2017  
**DUNS No.:** 111763285

**EXHIBIT 1**  
**SCOPE OF WORK for FY2016 COMPETITION**

1. The projects listed on this Scope of Work are governed by the Continuum of Care Program Interim Rule attached hereto and made a part hereof as Exhibit 1a. Upon publication for effect of a Final Rule for the Continuum of Care program, the Final Rule will govern this Agreement instead of the Interim Rule. The projects listed on this Exhibit at 4., below, is also subject to the terms of the Notice of Funds Availability for the fiscal year listed above.
2. The Continuum that designated the Recipient to apply for grant funds has not been designated a high performing community by HUD for the applicable fiscal year.
3. The Recipient is not the only Recipient for the Continuum of Care. HUD's total funding obligation for this grant is \$ 5230584, allocated between budget line items, as indicated in 4., below. In accordance with the Rule, the Recipient is prohibited from moving more than 10% from one budget line item in a project's approved budget to another without a written amendment to this Agreement.
4. Subject to the terms of this Agreement, HUD agrees to provide the Grant funds, in the amount specified for the project application listed, to be used during the performance period established below. However, no funds for new projects may be drawn down by Recipient until HUD has approved site control pursuant to the Rule and no funds for renewal projects may be drawn down by Recipient before the end date of the project's final operating year under the grant that has been renewed.

<b>Project No.</b>	<b>Performance Period</b>	<b>Total Amount</b>
HI0029L9C011609	04-01-2017 - 03-31-2018	\$ 5230584

Allocated between budget line items as follows:

a. Continuum of Care planning activities	\$
b. UFA costs	\$ 0
c. Acquisition	\$ 0
d. Rehabilitation	\$ 0
e. New construction	\$ 0
f. Leasing	\$ 0
g. Rental assistance (of which \$ 0 is for short-term and medium-term rental assistance for persons at risk of homelessness)	\$ 5051688
h. Supportive services	\$ 0
i. Operating costs	\$ 0
j. Homeless Management Information System	\$ 0

- |  |           |
|--|-----------|
| k. Administrative costs                          | \$ 178896 |
| l. Relocation Costs                              | \$ 0      |
| m. Housing relocation and stabilization services | \$ 0      |
5. If grant funds will be used for payment of indirect costs, pursuant to 2 CFR 200, Subpart E - Cost Principles, the Recipient is authorized to insert the Recipient's federally recognized indirect cost rates (including if the de minimis rate is charged per 2 CFR §200.414) on the attached Federally Recognized Indirect Cost Rates Schedule, which Schedule shall be incorporated herein and made a part of the Agreement. No indirect costs may be charged to the grant by the Recipient if their federally recognized cost rate is not listed on the Schedule. Do not include indirect cost rates for Subrecipients; however, Subrecipients may not charge indirect costs to the grant if they do not also have a federally recognized indirect cost rate.
  6. The following project has not been awarded project-based rental assistance for a term of fifteen (15) years. Funding is provided under this Scope of Work for the performance period stated in paragraph 4. Additional funding is subject to the availability of annual appropriations.
  7. Program income earned during the grant term shall be retained by the recipient and used for eligible activities. Program income may also be counted as match.

**Tax ID No.:** 99-6001257  
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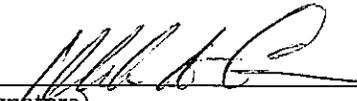
FEDERALLY RECOGNIZED INDIRECT COST RATE SCHEDULE

<u>Grant No.</u>	<u>Recipient Name</u>	<u>Indirect cost rate</u>	<u>Cost Base</u>
HI0029L9C011609		0.00%	0

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

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

By:

  
\_\_\_\_\_  
(Signature)

Mark Chandler, Director  
\_\_\_\_\_  
(Typed Name and Title)

3/30/07  
\_\_\_\_\_  
(Date)

**RECIPIENT**

City and County of Honolulu  
\_\_\_\_\_  
(Name of Organization)

By:

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

\_\_\_\_\_  
(Typed Name and Title of Authorized Official)

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

CITY COUNCIL  
CITY AND COUNTY OF HONOLULU  
HONOLULU, HAWAII  
C E R T I F I C A T E

**RESOLUTION 17-126**

Introduced: 04/27/17 By: RON MENOR – BY REQUEST Committee: BUDGET

Title: RESOLUTION AUTHORIZING THE MAYOR, THE DIRECTOR OF THE DEPARTMENT OF COMMUNITY SERVICES, OR THE DIRECTOR'S DESIGNEE TO RECEIVE AND EXPEND FUNDS FROM THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT'S 2016 CONTINUUM OF CARE HOMELESS ASSISTANCE PROGRAM TO CONTINUE FUNDING FOR THE CONSOLIDATED PH 2016 PROJECT.

Voting Legend: \* = Aye w/Reservations

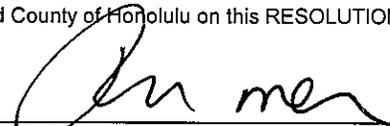
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05/03/17	BUDGET	CR-183 – RESOLUTION REPORTED OUT OF COMMITTEE FOR ADOPTION.
05/10/17	COUNCIL	CR-183 AND RESOLUTION 17-126 WERE ADOPTED. 6 AYES: ELEFANTE, FUKUNAGA, KOBAYASHI, MANAHAN, MENOR, OZAWA. 3 ABSENT: ANDERSON, MARTIN, PINE.

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I hereby certify that the above is a true record of action by the Council of the City and County of Honolulu on this RESOLUTION.

  
\_\_\_\_\_  
GLEN I. TAKAHASHI, CITY CLERK

  
\_\_\_\_\_  
RON MENOR, CHAIR AND PRESIDING OFFICER