



Roll Call Number

21-1563

Agenda Item Number

26

Date October 18, 2021

**APPROVE AND EXECUTE 2021 HOME INVESTMENT PARTNERSHIPS PROGRAM
SUPPLEMENTAL FUNDING, AS AUTHORIZED UNDER THE AMERICAN RESCUE PLAN
(HOME-ARP), GRANT AGREEMENT WITH US DEPARTMENT OF HOUSING AND URBAN
DEVELOPMENT (HUD)**

WHEREAS, on March 11, 2021, the American Rescue Plan Act of 2021 was signed as Public Law 117-2, which provides emergency grants, lending, and investment to areas affected by the ongoing COVID-19 Pandemic; and

WHEREAS, on April 28, 2021, the U.S. Department of Housing and Urban Development (HUD) notified the City of Des Moines that it will receive \$3,556,317 in HOME-ARP funds in addition to the FY 2021 HOME allocation; and

WHEREAS, up to 15 percent, or \$553,447.55, of the allocation may be used for administrative and planning costs of the City, and up to 5 percent, or \$177,815.85, of the allocation may be used for operating costs of other non-profit organizations, including homeless providers; and

WHEREAS, the remaining 80 percent, or \$2,845,053.60, must be used for four eligible activities that must primarily benefit qualifying individuals and families who are homeless, at risk of homelessness, or in other vulnerable populations; and

WHEREAS, HOME-ARP funds can be used for four eligible activities including the production or preservation of affordable housing; tenant-based rental assistance; supportive services, including homeless prevention services and housing counseling; and the purchase or development of non-congregate shelter for individuals and families experiencing homelessness; and

WHEREAS, HOME-ARP funds must be used for individuals and families who are experiencing homelessness; are at risk of homelessness; are fleeing or attempting to flee domestic violence, dating violence, sexual assault, stalking, or human trafficking; are a part of other populations where aid would prevent homelessness; and veterans and families that include a veteran family member who meet one of the previous criteria; and

WHEREAS, once HUD receives a signed HOME-ARP grant agreement, the City may incur and expend up to 5 percent of its HOME-ARP allocation on eligible administrative and planning costs, including consultation and public participation processes to develop its HOME-ARP allocation plan; and

WHEREAS, to receive its full HOME-ARP funds, the City must develop and submit a HOME-ARP allocation plan and submit it to HUD as a substantial amendment to the 2021 Annual Action Plan.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Des Moines, Iowa, as follows:

1. That the above referenced Grant Agreement by and between HUD and the City of Des Moines, whereby the City will receive HOME-ARP funds totaling \$3,556,317, is hereby approved.



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- 2. That the Mayor is hereby authorized and directed to execute the above referenced Grant Agreement.
- 3. The City of Des Moines affirms that the HOME-ARP funds will only be used for purposes prescribed by HUD and are subject to HOME regulations set forth in 24 Code of Federal Regulations part 92.

(Council Comm. No. 21-~~446~~)

MOVED BY Boesen TO ADOPT

FORM APPROVED:

Judy K. Parks-Kruse
 Judy K. Parks-Kruse
 Assistant City Attorney

COUNCIL ACTION	YEAS	NAYS	PASS	ABSENT
COWNIE	✓			
BOESEN	✓			
GATTO	✓			
GRAY	✓			
MANDELBAUM	✓			
VOSS	✓			
WESTERGAARD	✓			
TOTAL	7			

MOTION CARRIED

APPROVED

J. M. Franklin Cownie
 Mayor

CERTIFICATE

I, P. Kay Cmelik, City Clerk of said City hereby certify that at a meeting of the City Council of said City of Des Moines, held on the above date, among other proceedings the above was adopted.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.

P. Kay Cmelik
 City Clerk

City Clerk

HOME ARP Grant Agreement

Title II of the Cranston-Gonzalez National Affordable Housing Act

Assistance Listings #14.239 – HOME Investment Partnerships Program


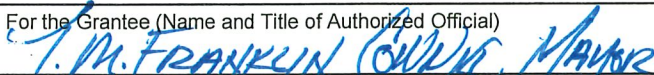

1. Grantee Name and Address Des Moines 400 Robert D Ray Drive Des Moines, IA 50309-1881			2. Grant Number (Federal Award Identification Number (FAIN)) M21-MP190201		
			3a. Tax Identification Number 426004514	3b. Unique Entity Identifier (formerly DUNS) 073498909	
			4. Appropriation Number 861/50205	5. Budget Period Start and End Date FY 2021 – 09/30/2030	
6. Previous Obligation (Enter "0" for initial FY allocation)					\$0
a. Formula Funds					\$
7. Current Transaction (+ or -)					\$3,556,317.00
a. Administrative and Planning Funds Available on Federal Award Date					\$177,815.85
b. Balance of Administrative and Planning Funds					\$355,631.70
c. Balance of Formula Funds					\$3,022,869.45
8. Revised Obligation					\$
a. Formula Funds					\$
9. Special Conditions (check applicable box)			10. Federal Award Date (HUD Official's Signature Date)		
<input type="checkbox"/> Not applicable <input type="checkbox"/> Attached			09/20/2021		
11. Indirect Cost Rate*			12. Period of Performance		
<u>Administering Agency/Dept.</u>	<u>Indirect Cost Rate</u>	<u>Direct Cost Base</u>	Date in Box #10 - 09/30/2030		
—	—%		* If funding assistance will be used for payment of indirect costs pursuant to 2 CFR 200, Subpart E-Cost Principles, provide the name of the department/agency, its indirect cost rate (including if the de minimis rate is charged per 2 § CFR 200.414), and the direct cost base to which the rate will be applied. Do not include cost rates for subrecipients.		
—	—%				
—	—%				
—	—%				

The HOME-ARP Grant Agreement (the "Agreement") between the Department of Housing and Urban Development (HUD) and the Grantee is made pursuant to the authority of the HOME Investment Partnerships Act (42 U.S.C. 12701 et seq.) and Section 3205 of the American Rescue Plan (P.L. 117-2) (ARP). HUD regulations at 24 CFR part 92 (as may be amended from time to time), the CPD Notice entitled "Requirements for the Use of Funds in the HOME-American Rescue Plan Program" (HOME-ARP Implementation Notice), the Grantee's HOME-ARP allocation plan (as of the date of HUD's approval), and this HOME-ARP Grant Agreement, form HUD-40093a, including any special conditions (in accordance with 2 CFR 200.208), constitute part of this Agreement. HUD's payment of funds under this Agreement is subject to the Grantee's compliance with HUD's electronic funds transfer and information reporting procedures issued pursuant to 24 CFR 92.502 and the HOME-ARP Implementation Notice. To the extent authorized by HUD regulations at 24 CFR part 92, HUD may, by its execution of an amendment, deobligate funds previously awarded to the Grantee without the Grantee's execution of the amendment or other consent. The Grantee agrees that funds invested in HOME-ARP activities under the HOME-ARP Implementation Notice are repayable in accordance with the requirements of the HOME-ARP Implementation Notice. The Grantee agrees to assume all of the responsibility for environmental review, decision making, and actions, as specified and required in regulation at 24 CFR 92.352 and 24 CFR Part 58, as well as the HOME-ARP Implementation Notice.

The Grantee must comply with the applicable requirements at 2 CFR part 200, as amended, that are incorporated by the program regulations and the HOME-ARP Implementation Notice, as may be amended from time to time. Where any previous or future amendments to 2 CFR part 200 replace or renumber sections of part 200 that are cited specifically in the program regulations or HOME-ARP Implementation Notice, activities carried out under the grant after the effective date of the 2 CFR part 200 amendments will be governed by the 2 CFR part 200 requirements, as replaced or renumbered by the part 200 amendments.

The Grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Universal Numbering System and System for Award Management (SAM) requirements in Appendix I to 2 CFR part 200, and the Federal Funding Accountability and Transparency Act (FFATA) in Appendix A to 2 CFR part 170.

Funds remaining in the grantee's Treasury account after the end of the budget period will be cancelled and thereafter not available for obligation or expenditure for any purpose. Per 31 U.S.C. 1552, the Grantee shall not incur any obligations to be paid with such assistance after the end of the Budget Period.

13. For the U.S. Department of HUD (Name and Title of Authorized Official) Tim Severin, CPD Director	14. Signature  Francis Tim Severin 2021.09.22 09:01: 38 -05'00"	15. Date 09/22/2021
16. For the Grantee (Name and Title of Authorized Official)  T.M. FRANKLIN, Mayor	17. Signature 	18. Date 10/18/21

19. Check one: Initial Agreement Amendment #

20. Funding Information: HOME ARP

<u>Source of Funds</u>	<u>Appropriation Code</u>	<u>PAS Code</u>	<u>Amount</u>
2021	861/50205	HMX	\$3,556,317.00

21. Additional Requirements: These additional requirements are attached and incorporated into this Agreement. The Grantee agrees to these additional requirements on the use of the funds in 7., as may be amended from time to time by the Secretary.

- a) As of the Federal Award Date, the Grantee may use up to the amount identified in 7.a. of this Agreement for eligible administrative and planning costs in accordance with the HOME-ARP Implementation Notice.
- b) Until the date of HUD's acceptance of the Grantee's HOME-ARP allocation plan, the Grantee agrees that it will not obligate or expend any funds for non-administrative and planning costs, in accordance with the HOME-ARP Implementation Notice.
- c) In accordance with the HOME-ARP Implementation Notice, as of the date of acceptance by HUD of the Grantee's HOME-ARP allocation plan, HUD shall make the amount identified in line 7. of this Agreement available to the Grantee.
- d) If the Grantee does not submit a HOME-ARP allocation plan or if the Grantee's HOME-ARP allocation plan is not accepted within a reasonable period of time, as determined by HUD, the Grantee agrees that all costs incurred and HOME-ARP funds expended by the Grantee will be ineligible costs and will be repaid with non-Federal funds.

22. Special Conditions