

Appendix A
Amesbury Merrimac Grant Application Excerpted Sections

Describe in detail how your project will meet a national objective and how it will be documented

Pettengill House Emergency Assistance Program meets the national objective to benefit Low and Moderate Income Persons by "directly benefiting low and moderate income persons." (Limited Clientele Benefit - Public Social Service – 100% low-mod benefit: 24 CFR Part 570.483) The Program will document and verify the incomes of all households that will receive assistance to ensure 100% benefit to low and moderate-income people. Eligible applicants will have a gross annual household income from all sources that is at or below 80% of the median income. Complete income information will be gathered and then verified by the Office of Planning and Community Development (OPCD) Program Manager and staff according to program guidelines provided in the CDF Implementation Manual based on Section 8 Guidelines.

Threshold Requirements

Demonstrate project consistency with the applicant's Community Development Strategy.

In Amesbury and Merrimac, supporting social services has been identified as a community priority. The Pettengill House Emergency Assistance Program targets a high risk population for whom there are limited programs available in Amesbury and Merrimac. It has been determined to be an essential way to assist the residents of both communities to maintain their quality of life.

Amesbury's **Community Development Strategy** highlights Social Services as a priority, specifically to provide access to Social Services that facilitate and support the quality of life to residents. Amesbury's social services provide fundamental services to support the quality of life and the needs of its community. The City will continue to provide social service programs providing for the physical, emotional and social needs of Amesbury residents. The City will continue to improve outreach and access to supportive services and increase coordination among Amesbury service providers. The City will provide efficient, open communication, education, collaboration and cooperation on social service programs and issues of concern to the general public.

Amesbury's **Community Development Strategy** identifies providing access to social services which facilitate and support quality of life for residents as a top priority. Priorities for social services, both long and short term, include: Improving outreach and access to supportive services; reducing the number of individuals and families who are cold and without heat, specifically elderly and disabled households; assisting individuals and families to achieve self-sufficiency and independence.

The City's **Community Development Strategy** states, "The needs of low and moderate income residents are prevalent today as households struggle to stay within the community with an older housing stock while facing the pressures of gentrification. However, economic pressures will continue as surrounding communities face even greater pressures of increased housing costs. The City must establish a means to sustain a livable community for all of its residents now and into the future."

Merrimac's **Community Development Strategy** highlights Social Services as a priority, specifically continuing to offer a range of services to elders and non-elders as appropriate and exploring means to increase elder self-sufficiency including financial education and assistance with tax prep; Continued assessment of what factors best contribute to elder quality of life and self-sufficiency; Explore options for offering adult day care for seniors; Aid youth in successfully transition for middle to high school.

Merrimac's **Community Development Strategy** states: "Merrimac's capacity to directly provide social services for adults is primarily limited to services provided through the Council on Aging/Senior Center. Annually an unduplicated count of over 500 individuals over age 60 receive services such as case management, health screening, and congregate meals; another 1,000 benefit from health education. Additionally, at least another 125 non-elders annually are assisted with general information, and transportation"

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The Scope: Often, a crisis occurring at the worst possible time is enough to cause homelessness. The Pettengill House, Inc. (aka Pettengill) is the main social service agency for nine local communities with an office in Amesbury. Pettengill provides the basic needs of food, clothing and shelter and assists people with more specific needs by offering prevention education, emergency assistance and therapeutic support to individuals, children, and families in need. They go one step further and offer case management to each client to help determine not only their immediate needs but also how they can become self-sufficient. Through their work with ongoing cases, they have seen clients' needs increase dramatically. This program will provide \$25,000 to match the \$25,000 that Pettengill has allocated for Emergency Assistance to meet the demand (5H). Pettengill House Emergency Assistance Program will provide support to identified at-risk, underserved, low income individuals and families that, due to crises or other circumstances are without food and shelter or have lost the ability to provide basic necessities for their households. CDBG funds will be used to provide direct cash assistance paid directly to the client's service provider, i.e. utility company or landlord, to help them successfully maneuver through their time of crisis. This will ensure that the funds go directly where they are needed most. Maximum assistance will be \$500 per household.

The Need: The most recently available statistics show that 4.3% of Amesbury households live below the Federal Poverty Rate while 4.7% of Merrimac households live below that rate (US 2010 Census). The unemployment rate in November 2015 was 4.0% in Merrimac and 3.9% in Amesbury. (5U). Amesbury and Merrimac residents comprise 40% of Pettengill House's 3011 clients (1978 adults, 1033 children). 36% are Amesbury residents (655 adults, 448 children), and 4% are Merrimac residents (86 adults, 33 children). 133 Amesbury residents (71 adults, 62 children) are deemed homeless, without permanent housing. In Merrimac, there are 12 homeless individuals (7 adults, 5 children). 98% of the Merrimac and Amesbury residents accessing Pettengill services currently live at or below the poverty rate and rely on or are awaiting federal, state and local assistance including Social Security benefits, unemployment, TAFCD/EAEDC (cash benefits), Supplemental Nutrition Assistance Program (food stamps), Mass Health (Medicaid) and Medicare and public and section 8 housing. In addition, clients receive assistance from Pettengill and its community partners including food pantry and meals programs. The majority of Amesbury and Merrimac clients supported by Pettengill House are at-risk, low income, underserved, families facing an array of challenges including social deficits, and physiological needs of food, clothing, shelter and safety. Many are under educated and have generational family histories of abuse, neglect, poverty and mental health related issues. It is the goal of Pettengill to work with clients to identify areas of needs, educate and "break the chain" of poverty and abuse while increasing health and education and well-being. Addressing these needs Pettengill provides basic needs (food, clothing, shelter, safety) along with financial assistance programs.

Prevention education, assessment and comprehensive case management services provided by Pettengill House are key to breaking down barriers, identifying needs and improving quality of life issues for children and families. The Pettengill's School Link Service Program is key to providing supports and accessing education for Amesbury and Merrimac students and their families.

In the fall of 2010, CAI contracted with a consultant to conduct a Client & Community Survey throughout their service area. The regional needs were prioritized by the respondents (including Amesbury and Merrimac residents). The results of this survey show the top 4 needs in the area as: 1) fuel 73%, 2) housing 64%, 3) food 49%, and 4) childcare 38% (5R). According to the results of the survey conducted for the Pettengill House Emergency Assistance Program in FY14, 58% of the participants were female head of households. 67% of the female head of households with children that participated in the program cited bills and housing as their major concerns (5P). 100% of the participants rated a high level of satisfaction with the services. Those being served by this program are individuals and families that are without food and shelter or have lost the ability to provide the basic necessities for their household. Residents do currently have access to services through Pettengill but risk being turned

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away when funds are low. Pettengill never turns a qualified person away completely; however, they do send residents seeking emergency assistance to various relief agencies outside of the Town when their funds are depleted. Since Amesbury and Merrimac have limited public transportation, those with no transportation have a difficult time finding the relief they seek. Without assistance from CDBG funds, Pettengill will be unable to meet needs again this year.

How/Why the community decided to address this need: The communities continually seek ways to address goals outlined in their CDS and local Community Action Inc.'s 2015-2017 CSBG Strategic Plan (CAP). This year, to address the most pressing social service needs consistent with these plans in the community, Amesbury and Merrimac released an RFQ (18A) published in the Newburyport Daily News and the Central Register (18B), and posted throughout both municipalities in public places. RFQ requested proposals from area non-profit agencies and organizations to provide needed social service activities for income eligible residents. RFQ required that the social services be prioritized in their respective CDS and consistent with their Community Action Strategic Plans. **CDS plans for both Amesbury and Merrimac** identify providing access to social services which facilitate and support quality of life for residents as a top priority. Priorities for social services, both long and short term, include: Improving outreach and access to supportive services; reducing the number of individuals and families who are cold and without heat, specifically elderly and disabled households; assisting individuals and families to achieve self-sufficiency and independence. Amesbury's CDS states, "The needs of low and moderate income residents are prevalent today as households struggle to stay within the community with an older housing stock while facing the pressures of gentrification. However, economic pressures will continue as surrounding communities face even greater pressures of increased housing costs. The City must establish a means to sustain a livable community for all of its residents now and into the future." Merrimac's CDS states "Merrimac's capacity to directly provide social services for adults is primarily limited to services provided through the Council on Aging/Senior Center. Merrimac's resources are limited and can not accommodate all of the needs. Pettengill responded to the RFQ (18A) and the CAC determined the Town would apply for emergency assistance funds due to their proven track record in meeting the needs of the communities it serves. (14D).

How the Program will be operated, who will be involved and service being provided: Once the contract is awarded, the City will sub-contract with Pettengill to administer the Pettengill House Emergency Assistance Program. (50). The CDBG Program Manager and Pettengill Asst. Director will communicate weekly to ensure that the program is run in a timely manner. Prior to disbursement of any funds, the Program Manager will review the client file and income qualification to ensure compliance with the CDF1 Implementation Manual and the Section 8 LMI Guidelines for the Boston area. The Pettengill House has much experience administering various social programs and the City of Amesbury will monitor compliance with all state and local guidelines and conditions. Pettengill's *Executive Director*, assisted by the *Assistant Director*, will provide supervision along with consultation and act as liaison between the agency and the Salisbury Planning Director. She will coordinate this program with the *CDBG Program Manager*. The Assistant Director will provide direct supervision to program coordinators including staff and youth training, curriculum, coordination of direct service of all components of the Program including education, recreation, community service, direct service and family intervention and outreach, job related childcare and transportation assistance, domestic violence prevention, and elder self-sufficiency. The *Office Manager* provides administrative support for all Pettengill programs. (5C Resumes ALL) *Director of Planning* will oversee the program on behalf of the City and directly manage the CDBG program staff. The *CDBG Program Manager* will monitor the program, implement the survey and review all income-qualification of applicants in accordance with the "CDF Implementation Manual" and the "Section 8 LMI Guidelines for Boston Area. "The *CDBG Administrative and Financial Assistant* will provide clerical support, monitor payment requests, and ensure that appropriate financial records are maintained. Grant Management Plan provides an in-depth detailed description of all the roles and

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responsibilities of each member of the team (see Grants Management Plan). The Town of Salisbury has administered CDBG programs for 14 years and has successfully administered several social service programs including the Pettengill Emergency Assistance Program for the past 6 years. Pettengill is a highly successful social organization (5D, 5P) made possible through collaboration with many different organizations (5A). Pettengill has successfully administered numerous programs since its inception in 1994 and with this experience, can determine adequate time allotments for each person involved in the program (5J). Program beneficiaries are an integral part of the program; all program participants will be encouraged to give feedback on program satisfaction when they answer the required survey after receiving a disbursement. Participants will be invited to participate in future CAC meetings to plan future programs; if they are interested, staff will find out what time of day and location would make it easier for them to attend. Most of the beneficiaries are either already in case management through Pettengill or enter into case management after receiving emergency assistance. Case management allows the Pettengill to have continued involvement with the beneficiaries to address the multi-level needs of families that do seek emergency assistance and allows Pettengill to receive more input on any additional needs.

Beneficiaries & Outcomes: The benefits of this program are community-wide; one way the success of the program can be measured is by community feedback. Pettengill and the existing Emergency Assistance Program are well utilized and appreciated, as shown by the 152 people who have signed the petitions (5K) and the 9 people who have sent letters of support (5Q). If funded, this grant will provide direct benefit services to a minimum of 50 households (\$500 maximum disbursement per household). If we apply the same ratio of households/total beneficiaries that resulted from the FY14 program to this number of households, the result is a minimum of 116 beneficiaries served by this program. This program is designed to assist residents in their time of need; the impact is immediate. Providing the ability to pay for rent and/or utilities could really make a difference between electricity being shut off or even eviction. Indirect results include the fact that all those receiving emergency assistance will be encouraged to partake of other programs Pettengill provides, i.e. food pantry, counseling, etc. They will also be encouraged to take advantage of Our Neighbors' Table Meals Program. Pettengill is a clearinghouse for aid available to those that need it. Many seeking emergency assistance are unaware of the different programs available to them. Seeking emergency assistance will open doors for many and help them on their way to becoming self-sufficient. More importantly, receiving emergency assistance may be all that is standing between some families and the street. Elderly residents are especially susceptible to losing their homes as heating fuel prices rise because they subsist on fixed incomes. When the service period ends, Pettengill will provide a final report to Amesbury and Merrimac calculating the number of households and residents served, how many direct assistance payments were made (quantitative measure). Those receiving funds for emergency assistance will complete a survey to determine their satisfaction with the program and will be anonymous (qualitative measure). These surveys will help assess to what extent the assistance aided them towards their goal of being self-sufficient (5P). Survey results will also tell us how many clients were successful in preventing eviction and/or utility turnoff, and how many benefited from other services available through Pettengill. The survey also will ask beneficiaries if they were satisfied with the level of service and ask for any suggestions for improvement.

This project will be deemed successful when we have used CDBG grant funds to provide stipends to a minimum of 50 clients for Emergency Assistance which will result in a minimum of 116 LMI persons served. The program objective is to provide the basic needs of food, shelter, childcare, transportation assistance and overall support to individuals, children and families in need. Eligible applicants will have a gross annual household income from all sources that is at or below 80% of the median income.

Threshold Requirements – Pettengill House, Inc. Program

Demonstrate project consistency with Target Areas requirements

Provide:

1. The name of target area(s) in which activit(ies) will be conducted,
2. Attach a map of the target area, and
3. Description of the target area(s) and how the boundaries were determined. Why does this geographic area constitute a target area in the community?

The Pettengill House Emergency Assistance Program will be conducted in the City of Amesbury's Urban Village Core Target Area and in the Town of Merrimac's Center Corridor Target Area. The Pettengill House's Amesbury Resource Center is located at 21 Water Street in the Urban Village Core Target Area. (competitive attachment 2B – CDBG Target Area Map).

In Amesbury, the primary concentration of targeted services will be the **Amesbury Urban Village Core Target Area** and will benefit all eligible low and moderate income households. The Urban Village Core contains, in its eastern border, the Aubin-Nayson Neighborhood, the Central Business District (CBD) and the Market Street neighborhood in the northern and western borders. The Urban Village Core Target Area was selected in 2012 and again by the City Council in 2015, in response to a Needs Assessment Survey. The basis for assigning priority needs includes data derived from the US 2010 Census, local studies and information gathered from cooperative relationships and consultation. The framework for priority assignment was shaped by North Shore Home Consortium Continuum of Care coordination and public hearing process, the City's Citizen Participation Process, Community Action Inc.'s Strategic Plan and Needs Assessment and CDBG regulations. The Community Development Strategy is consistent with, and reflects the sustainable development principles outlined by the Office of Commonwealth Development. This area is the oldest and most underserved of the City's 25 distinct neighborhoods and is the focus of a comprehensive revitalization.

The **Merrimac Center Corridor Target Area** was determined through a public process. The Merrimac Center Corridor Target Area's boundaries were originally approved by the Affordable Housing Trust on November 10, 2015. This area is bounded by Interstate Route 495 on the south; the City of Haverhill on the west; the City of Amesbury on the east and Nichols Street and West Shore Drive on the north. The area covered by the Target Area had been the recent focus for the Affordable Housing Trust. The community is working on meeting the needs of its low-income population through infrastructure improvement, concentrating development and economic development. The basis for assigning priority needs includes data derived from the US 2010 Census, local studies and information gathered from cooperative relationships and consultation. The framework for priority assignment was shaped by North Shore Home Consortium Continuum of Care coordination and public hearing process, the Citizen Participation Process, Community Action Inc.'s Strategic Plan and Needs Assessment and CDBG regulations. The Community Development Strategy is consistent with, and reflects the sustainable development principles outlined by the Office of Commonwealth Development. This area has many older homes, a mobile home park, subdivisions, infrastructure and the largest concentration of LMI households; therefore it was designated as the Merrimac Center Corridor Target Area.

The **Housing Rehabilitation Program**, the **Pettengill House Emergency Assistance Program**, and the **Our Neighbors' Table Meals Program** are all conducted within Amesbury Urban Village Core Target Area and the Merrimac Target area; however the **Our Neighbors' Table Meals Program** and the **Pettengill House Emergency Assistance Program** are available to qualified beneficiaries community-wide. Pettengill House's Amesbury location at 21 Water Street is a six-minute walk, or one

third of a mile away from Our Neighbors' Table food pantry/meals site at 145 Main Street, making it convenient and feasible for residents to visit both places in one trip, they wish.



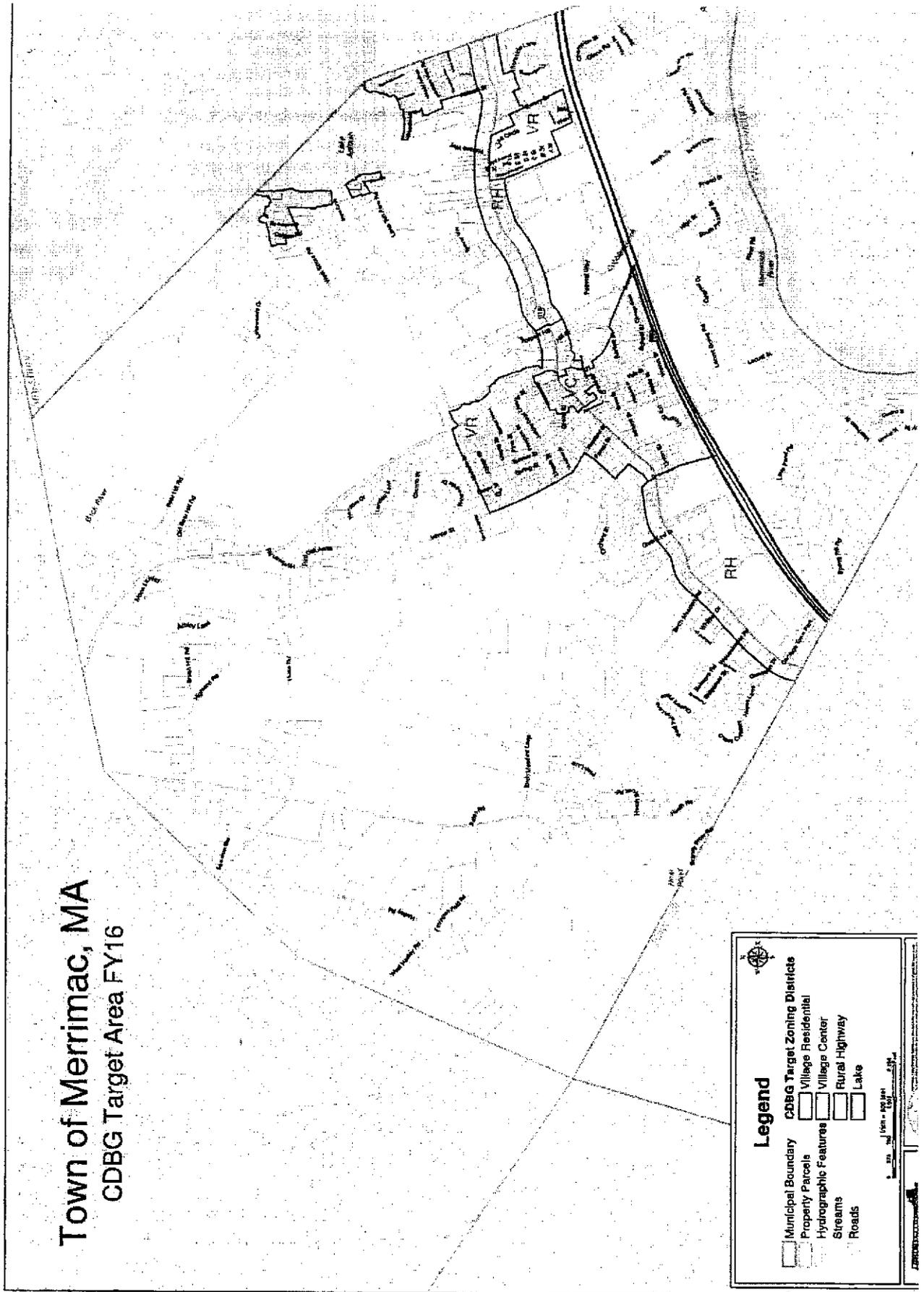
Amesbury Target Area FY2016 CDBG and Non-CDBG Activities

- CDBG Activities:**
- Housing Rehabilitation Units on Waiting List
 - Peffengill House
 - Our Neighbor's Table

- Amesbury Target Area
- ★ Non CDBG Activities

Town of Merrimac, MA

CDBG Target Area FY16



Legend

- Municipal Boundary
- CDBG Target Zoning Districts
 - Village Residential
 - Village Center
 - Rural Highway
 - Lake
- Property Parcel
- Hydrographic Features
- Streams
- Roads

Scale: 0 100 200 Feet

Detailed Budget Requirements - Demonstrate Cost Reasonableness

a. Provide a Detailed Budget

Budget Item	Pettengill House	CDBG	Total Cost
<i>Direct Services – Emergency Assistance Program</i>	\$25,000	\$25,000	\$50,000
Program Delivery	\$13,900	\$5,078	\$18,978
	\$38,900	\$30,078	\$68,978

The Breakdown of the CDBG/Program Income portions will be:

\$ Source	Max \$ Assistance	# Clients	Total
CDBG	\$500	50	\$25,000
Total	\$500	50	\$25,000

b. Document the experience of the provider, costs of comparable services and the process used to review the accuracy of the budget

- **Experience of Provider**

Since their incorporation, Pettengill House has actively recruited quality personnel to ensure the highest standards of professionalism. Their current Executive Director (ED) holds a Masters of Education in Counseling and Psychology, and is a MA licensed alcohol and drug counselor and trauma specialist (competitive attachment 5C1 resume). More importantly, the ED also has significant experience running programs for at risk youth and families, social and character development programs, along with community collaboration, substance abuse and violence prevention programs. For the past several years the Pettengill House has run the emergency assistance program; also, since this is a cash disbursement program there will be no cost overruns.

- **Comparable Service Costs**

This is a cash disbursement program; therefore, this is not applicable. There is a lack of emergency assistance programs in the area.

- **Accuracy of Budget**

The budget has been reviewed by the Executive Director and she has approved it. Pettengill House, Inc. has allocated \$25,000 for the Emergency Assistance Program in the upcoming year (competitive attachment 5H - allocation letter).

c. Qualifications of person who prepared the budget

Their current Executive Director (ED) holds a Masters of Education in Counseling and Psychology, and is a MA licensed alcohol and drug counselor and trauma specialist (competitive attachment 5C1 resume). More importantly, the ED also has significant experience running programs for at risk youth and families, social and character development programs, along with community collaboration, substance abuse and violence prevention programs and has been the Pettengill House Director since 1998. In the past several years the Pettengill House has successfully run the emergency assistance program.

SUBRECIPIENT AGREEMENT

and between

THE City of AMESBURY

and

THE PETTENGILL HOUSE

PROJECT NAME: The Pettengill House Emergency Assistance

GRANT AMOUNT: \$25,000

EFFECTIVE DATE: September 30, 2016

City of Amesbury
AND
THE PETTENGILL HOUSE SOCIAL SERVICE AGENCY

THIS AGREEMENT executed on the **thirtieth day of September, 2016**, by and between The City of Amesbury (hereinafter known as the "City"), and The Pettengill House Social Service Agency (hereinafter known as the "Subrecipient").

WHEREAS the City has entered into a grant agreement with the Department of Housing and Community Development (hereinafter known as "DHCD"), providing for financial assistance under Title I of the Housing and Community Development Act of 1974, as amended, and

WHEREAS, pursuant to said agreement, the City is implementing certain activities necessary for the planning and execution of its Community Development Block Grant (hereinafter known as "CDBG ") program, and

WHEREAS the Subrecipient has requested and been approved for CDBG financial assistance for the project known as The Pettengill House Program, and

WHEREAS the Selectmen have, after appropriate regulatory and citizen review, allocated CDBG funds for the above-named project, pursuant to 24 CFR Part 570,

NOW, THEREFORE, the parties hereto mutually agree:

1.0 STATEMENT OF WORK:

1.1 The Subrecipient shall adhere to the purpose of this project as stated and described in the Scope of Services, attached hereto. Any change in the purpose of the project shall be by written amendment after appropriate regulatory review and public notice.

1.2 The purpose of this project shall comply with the appropriate National Objective of the CDBG program.

1.3 The term of the agreement shall be from on or about September 30, 2016 to no later than December 31, 2017 unless changed by written amendment.

1. The grant shall be for an amount not to exceed \$25,000.00 unless said amount is changed by written agreement

2. METHOD OF PAYMENT:

every request for payment. Such documents must verify the full amount of the request.

2.2 The City reserves the right to delay, adjust, reduce, or refuse payments if said documentation is deemed unsatisfactory, incomplete, or faulty.

2.3 Payments shall be made upon income verification by the Salisbury City of Amesbury of the proposed client's application, as requested.

2.4 Payments shall be made on a reimbursement basis for services already rendered.

1. Failure to expend grant funds in a timely manner may result in reduction, suspension, or termination of the grant. "Timely" shall be defined and determined by the City.

2. **RECORDS:**

3.1 Records pertinent to this project shall be maintained by the City and the Subrecipient. Said records, pursuant to 24 CFR 570.506, shall include but not be limited to:

- A full description of the project activities
- Amounts budgeted, obligated and expended for the project Verification of incomes of project beneficiaries • Area served (if applicable)
- Documentation that the project location is accessible to disabled persons

Audits (using generally accepted auditing standards)

- Monthly, quarterly and annual narrative reports
- Charts, statistics and surveys identifying the racial and gender makeup of project beneficiaries
- Financial records, bills, vouchers, receipts Time sheets for employees paid under the grant Contracts, agreements, warranties • Project-related correspondence, notices, publications

3.2 The Subrecipient shall maintain inventory (property management record) of all major pieces of equipment purchased with CDBG funds (computers, printers, furniture, etc.). The record shall identify the equipment pursuant to 24 CFR 84.34.

3.3 All project records shall be maintained for no less than three years after the date of the last grant payment. In the case of an annually-funded project, records shall be maintained for no less than three years after project closeout.

- 3.4 The Subrecipient may substitute microfilm copies for original records.
- 3.5 The City or HUD shall have access to any project-related records held by the Subrecipient.

1. Public access to project-related records maintained by the City or any other public entity shall be determined by Mass. General Laws Ch. 4, Section 7; and Mass. General Laws, Chapter 66. Subrecipients are exempt from this.

2. **REPORTS:**

- 4.1 The Subrecipient shall submit a project progress report to the City on a quarterly basis, as applicable. The report shall include clientele statistics (names, addresses, etc.), narratives, and other relevant information which describes project activities. Available annual reports should also be submitted.

- 4.2 Failure to submit reports in a timely manner may result in suspension, reduction, or termination of the project grant.

1. Financial audits using generally accepted auditing principles shall be submitted to the City as they are performed.

2. **PROGRAM INCOME:**

- 5.1 Program income is defined as gross income received by the Subrecipient and has been directly generated from the use of CDBG funds. For those program income-generating activities only partially funded by CDBG, such income is prorated to reflect actual percentage of CDBG funds used. This is pursuant to 24 CFR 570.500(a).

- 5.2 Program income includes but is not limited to:

- proceeds from sale of property purchased or improved with CDBG funds
- proceeds from disposition of equipment purchased with CDBG funds
 - gross income from use or rental of real property constructed or improved with CDBG funds
- payments of principal and interest on loans made using CDBG funds
- Interest earned on funds held in a revolving fund account
- Interest earned on program income pending its disposition

- 5.3 Program income shall be reported to the City on a monthly or quarterly basis, as determined by the City.

memorandum explaining the source(s) of program income.

1. The City reserves the right to request return of program income prior to project closeout. In such event, payment shall be made to the City within 14 calendar days of the request. Failure to make such payment shall be cause for immediate termination or suspension of the project grant.
2. **USE OF REAL PROPERTY:**

6.1 Any real property under the Subrecipient's control which was acquired or improved in whole or in part with CDBG funds shall be:

- (1) used to meet CDBG National Objectives for five (5) years after project closeout, or
- (2) disposed of in a manner, during the five year period, that results in the Subrecipient being reimbursed in the amount of no less than current market value.

1. The City shall determine applicability of a specific National Objective and of disposition standards. See also Section 11.0, "Reversion of Assets".
2. **UNIFORM ADMINISTRATIVE REQUIREMENTS:**

7.1 The requirements of 24 CFR 570.502(b) shall apply for the purposes of this section.

1. The Subrecipient shall comply, as applicable, with OMB Circular A-122 ("Cost Principles of Non-profits Organizations"), OMB Circular A-133 ("Audits of Institutions of Higher Education and Other Nonprofit Institutions"); and the applicable Uniform Administrative Requirements of OMB Circular A-110, as implemented in 24 CFR Part 84. The City is responsible for providing the Subrecipient with updated copies of the relevant OMB Circulars and CDBG regulations as listed heretofore.
2. **OTHER PROGRAM REQUIREMENTS:**

- 8.1 The Subrecipient is required to comply with 24 CFR 570.602 ("Section 109 of the Act"). Section 109 requires that no person in the United States shall on the ground of race, color, national origin, religion or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance made available pursuant to the Act (the Housing and Community Development Act of 1974, as amended).

Rehabilitation Act of 1973) and shall apply to programs or activities receiving Federal financial assistance.

8.2 Pursuant to 24 CFR 570.609, the Subrecipient is prohibited from using any CDBG funds, directly or indirectly, to employ, award contracts to, or otherwise engage the services of any contractor or subcontractor during any period of disbarment, suspension, or placement in an ineligible status.

8.3 Pursuant to 24 CFR 570.611, 24 CFR 85.36, and OMB Circular A-110, "Conflict of Interest", the Subrecipient shall comply with applicable provisions in procurement of supplies, equipment, construction, and services.

Except for use of CDBG funds to pay salaries or other related administrative or personnel costs, no person who exercises or has exercised any functions or responsibilities in this project, or who is in a position to participate in a decision-making process or gain inside information with regard to this project may obtain a personal or financial interest or benefit from a CDBG-assisted activity.

Neither can they have any interest in any contract, subcontract, or agreement with respect thereto, or the proceeds hereunder, either for themselves or those with whom they have family or business ties, during their tenure or one year thereafter. This applies to any person who is an employee, agent, consultant, officer, or elected or appointed official of the Subrecipient. Exceptions shall be governed by 24 CFR 570.611(d).

1. Conditions prescribed by HUD for use of CDBG funds by religious organizations, pursuant to 24 CFR 570.503(b) (6), are applicable.
2. **ENFORCEMENT:**

9.1 Pursuant to 24 CFR 85.43, "Enforcement", if the Subrecipient fails to comply with any term of this Agreement, the City may take one or more of the following actions, as appropriate in the circumstances:

- (1) Temporarily withhold cash payments, pending correction of the deficiency by the Subrecipient or more severe enforcement action by the City,
- (2) Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance,
- (3) Wholly or partly suspend or terminate the current award for the Subrecipient's program,

9.2 In taking an enforcement action, the City will provide the Subrecipient an opportunity for such hearing, appeal, or other administrative proceeding to which the Subrecipient is entitled under any statute or regulation applicable to the action involved.

9.3 Costs of the Subrecipient resulting from obligations incurred by the Subrecipient during a suspension or after termination of an award are not allowable costs unless the City expressly authorizes them in the notice of suspension or termination or subsequently, pursuant to 24 CFR 85.43(c).

9.4 Enforcement remedies identified in this section, including suspension and termination, do not preclude the Subrecipient from being subject to disbarment or suspension under Executive Order 12549.

10.0 **TERMINATION FOR CONVENIENCE:**

10.1 Except as provided in 24 CFR 85.43, awards may be terminated in whole or in part only as follows:

(1) By the City with the consent of the Subrecipient in which case the two parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated, or

(2) By the Subrecipient upon written notification to the City, 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 purposes for which the award was made, the City may terminate the award in its entirety under either 24 CFR 85.43 or part (1) of this section.

11.0 **REVERSION OF ASSETS:**

11.1 Upon expiration of this Agreement, the Subrecipient shall transfer to the City any CDBG funds on hand at the time of expiration and accounts receivable attributable to the use of CDBG funds.

1. Section 6.0 of this Agreement, "Use of Real Property", also applies to this section.

2. **DIRECT BENEFICIARY REQUIREMENTS:**

characterized or "presumed" to be low to moderate income. Principal benefit is a minimum of 51 per cent.

1. For the purposes of this Agreement, "low to moderate income" is that which does not exceed 80 per cent of the median income level for the Standard Metropolitan Statistical Area (SMSA) as determined by the Federal government.
2. **MONITORING:**

13.1 The City shall, as it sees fit and feasible, monitor project activities of the Subrecipient under this Agreement and reserves the right to request or view reports or other documentation either directly or indirectly related to project activities.

13.2 The City shall notify the Subrecipient in writing of a formal pending monitoring visit to the project site(s) so that a mutually agreeable and convenient date and time can be established.

1. The City shall provide the Subrecipient a written report on monitoring within 15 business days and will include, in its letter, requirements for the Subrecipient's response and any corrective actions, if needed.
2. **INDEMNIFICATION:**

14.1 The Subrecipient shall save harmless the City against claims for injuries to persons on the premises of the project or damage to project-related property.

14.2 The Subrecipient is required to reimburse the City in the event such claim is successfully prosecuted by an injured third party and damages are recovered against the City.

14.3 The Subrecipient shall be required to carry all necessary and required insurances for the work to be provided under this Agreement and for coverage of loss or damage on any premises affected by this Agreement. This shall include, but not be limited to, insurances and certifications for contractors, subcontractors, consultants, vendors, and employees.

1. Required insurances for contractors and subcontractors shall include Workmen's Compensation, as applicable.
2. **EQUIPMENT:**

15.1 Pursuant to 24 CFR 85.32, equipment purchased in whole or in part with CDBG funds shall be used by the Subrecipient in the program or project for which it was acquired as long as needed, whether or not the project or program

15.2 The Subrecipient shall also make equipment available for use on other projects or programs currently or previously supported by the CDBG, providing such use will not interfere with the work on the projects or program for which it was first acquired.

15.3 Notwithstanding the encouragement to earn program income, the Subrecipient must not use equipment acquired with grant funds to provide service for a fee to compete unfairly with private companies that provide equivalent services.

15.4 When acquiring replacement equipment, the Subrecipient may use the equipment to be replaced as a trade-in or sell the property and use the proceeds to offset the cost of the replacement property, subject to the approval of the City.

16.0 PROPERTY MANAGEMENT:

16.1 Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part with CDBG funds, until disposition takes place will, as a minimum, meet the following requirements:

(1) Property records must be maintained that include a description of the property, a serial or other identification number, the source of property, who holds the title, the acquisition date; and cost of the property, percentage of Federal participation in the cost, the location, use and condition of the property, and any ultimate disposition data including date of disposal and sale price of the property.

(2) Physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.

(3) A control system to insure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft shall be investigated and reported to the City.

(4) Adequate maintenance procedures must be developed to keep the property in good condition.

(5) If the Subrecipient is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

16.2 When original or replacement equipment acquired under the CDBG grant is no longer needed for the original project or program, disposition of the equipment be made as follows:

(2) Items of equipment with a current per unit fair market value in excess of \$5,000 may be retained or sold and the City shall have a right to an amount calculated by multiplying the current market value or proceeds from sale by the City's share of the equipment.

(3) In cases where the Subrecipient fails to take appropriate disposition actions, the City may direct the Subrecipient to take excess and disposition actions.

17.0 PROCUREMENT:

17.1 Subrecipients will use their own procurement procedures which reflect applicable state and local laws, provided the procurements conform to applicable Federal law and standards.

17.2 Subrecipients will maintain records sufficient to detail the significant history of procurements. These records will include, but are not limited to: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

1. All procurement transactions will be conducted in a manner providing full and open competition to secure the highest quality for the best price.

2. AMENDMENTS:

18.1 Amendments shall be executed in writing and attached hereto. No funds for such amendments shall be expended until execution of said documents.

18.2 Amendments shall be for amounts mutually acceptable to both parties and determined by the City to be cost effective and necessary for the implementation of the project. This does not preclude the right of the Subrecipient to appeal the amount at a later date.

18.3 Amendments shall be executed pursuant to 24 CFR 570.506.

assistance, etc.

2. 50% of the grant funds awarded by CDBG must fund services that are designed to build economic security and self sufficiency. The following Public Social Services meet this definition:

- Job-related childcare assistance
- Elder self sufficiency
- Job-related transportation
- Food Pantry
- Homelessness Prevention

3. The program objective is to provide the basic needs of food, clothing and shelter, case management, prevention education, emergency assistance and support to individuals, children and families in need.

4. Eligible applicants will have a gross annual household income from all sources that is at or below 80% of the median income.

5. Complete income information will be gathered and then verified by the Office of Planning and Development Program Manager and staff according to program guidelines provided in the Massachusetts CDBG Program Manual based on Section 8 Guidelines.

6. The City will monitor services through review of quarterly reports as well as site visits.

7. At the conclusion of the service period the Consultant will report to the City of Amesbury how many clients were served, how many clients remained in the programs for the duration of the program, client income statistics, and number of applicants it could not serve. The City will use this information to monitor the impact of services and identify shortfalls in services.

IN WITNESS THEREOF, the City of Amesbury, Massachusetts and the Subrecipient: The Pettengill House have executed this Agreement as of the date first written.

For City of Amesbury:

For the Subrecipient:

Ken Gray, Mayor

Tiffany Nifro

Date: _____

Title: Assistant Director

Federal ID #: 04-3287827

Date: _____

Lisa Pearson, Director
Planning and Development

Date: _____

I hereby certify that \$25,000.00 in CDBG funds is available for this grant:

James Lynch, Chief Financial Officer

Date: _____

WITNESS:

Bonnijo Kitchin, City Clerk

Date

Project Budget: PUBLIC SERVICES

By funding source, please fill in the appropriate line items below. Then total each column and row.

	Total Service Cost	CDBG	Section 108	HOME	ESG	HOPWA	Other Federal	State / Local	Private	Other \$	TOTAL	
Direct Assistance to subgrantees or target clientele	\$0	\$25,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$25,000	
Other	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
PROJECT TOTALS	\$0	\$25,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$25,000	
				Total CDBG:			\$25,000		Total Other:		\$0	

Total cost per Beneficiary	\$231.48
Total cost per LMI Beneficiary	\$231.48
CDBG cost per Beneficiary	\$231.48
CDBG cost per LMI Beneficiary	\$231.48