



**AGENDA**  
**Committee on Ways and Means**  
**Wednesday, October 19, 2016 @ 8:15 a.m.**  
**10<sup>th</sup> Floor Conference Room, City Hall**

Councilmember Judi Brown Clarke, Chair  
Councilmember Carol Wood, Vice Chair  
Councilmember Tina Houghton, Member

- 1. Call to Order**
- 2. Roll Call**
- 3. Minutes**

- October 5, 2016

**4. Public Comment on Agenda Items**

**5. Discussion/Action:**

- A.) RESOLUTION – Grant Application; 2016-2017 MSHDA Emergency Solutions Grant (ESG) Renewal
- B.) RESOLUTION – Grant Application; 2015 HUD NOFA Continuum of Care (CoC) Grant Renewal
- C.) RESOLUTION – Grant Acceptance; National League of Cities/MetLife Foundation Grant, Financial Inclusion Systems and City Leadership (FISCL)
- D.) RESOLUTION – Grant Acceptance; Pre-Disaster Mitigation Competitive; Phases 4 & 5
- E.) Presentation – Financial Empowerment (Amber Paxton)
- F.) Presentation - Employee Exit Process for Retirees (HR & Retirement)
- G.) Discussion - Lansing Housing Commission
  - a. Financial Statements
  - b. Lansing Housing Commission Recovery Agreement with HUD and the City of Lansing

**6. Other**

**7. Adjourn**



DRAFT



## **MINUTES**

**Committee on Ways and Means  
Wednesday, October 5, 2016 @ 8:15 a.m.  
10<sup>th</sup> Floor Conference Room, City Hall**

### **CALL TO ORDER**

The meeting was called to order at 8:17 a.m.

### **ROLL CALL**

Councilmember Judi Brown Clarke, Chair  
Councilmember Carol Wood, Vice Chair  
Councilmember Tina Houghton, Member- arrived at 8:20 a.m.

### **OTHERS PRESENT**

Sherrie Boak, Council Staff  
Joseph Abood, Deputy City Attorney  
Robert Engel  
Isobel McCallum  
Shelley Mielock  
Denise Estee  
Tresa Fressetto  
Lynne Mead, UAW

### **Minutes**

MOTION BY COUNCIL MEMBER WOOD TO APPROVE THE MINUTES FROM SEPTEMBER 21, 2016. MOTION CARRIED 2-0.

MOTION BY COUNCIL MEMBER BROWN CLARKE TO APPROVE THE MINUTES FROM SEPTEMBER 7, 2016. MOTION CARRIED 2-0.

### **Public Comment on Agenda Items**

No Public Comment at this time.

### **Discussion/Action:**

#### **RESOLUTION –Appointment of Shelley Davis Mielock to EDC/TIF/LBRA**

Ms. Mielock provided a quick overview of her past experiences, community involvement, and family history in the automotive field and family business in environmental engineering.

## DRAFT

Council Member Wood asked Council Staff to confirm the position Ms. Mielock would be taking and if the former board member was aware. Council Staff confirmed that it was Mr. Kevin O'Malley who resigned in February, 2016.

MOTION BY COUNCIL MEMBER HOUGHTON TO APPROVE THE RESOLUTION TO APPOINT SHELLEY MIELOCK TO THE EDC/TIF/LBRA BOARD. MOTION CARRIED 3-0.

### **Discussion - Lansing Housing Commission:**

#### **Financial Statements**

#### **Recovery Agreement with HUD and the City of Lansing**

Council President Brown Clarke confirmed that again attempts were made to have Mr. Baltimore and Ms. Baines Lake present at this meeting. There was no representation present. The question was then asked of Mr. Abood what needs to be done to resolve this. Mr. Abood first confirmed that the Office of the City Attorney did reach out to Mr. Baltimore and Ms. Baines Lake with no response, and he would reach out to Mr. Smiertka for more information. Council Member Brown Clarke outlined that the City Ordinances and Charter speak to the requirement that they, LHC, present the documents and address all contract with Council. Council has not seen any contracts, and therefore there are compliances that have not been adhered to. Council Member Wood offered to speak to Mr. Baltimore at meeting she has scheduled with him. She then suggested the Committee on Ways and Means attend the future LHC Board meeting. Council Member Brown Clarke stated that there would be a quorum of this Committee at their, and therefore imposing a Council public meeting on their formal meeting.

Mr. Abood offered to speak to Mr. Smiertka again on finding out the information they have requested which included contracts that Council has not seen or approved.

### **Tie – Bar Memo**

Mr. Abood assured the Committee that Mr. Smiertka had finished the review of issue, and is currently authoring a memo or opinion for the administration to present shortly. The document will include advisory guidance. The administration will review then consult with HR and then they will create a plan of action that will be implemented. The Committee inquired on a time line for distribution to the Committee, Council and retirees. Mr. Abood acknowledged the retirees deserve an answer on this, and ideally the Committee and the retirees should know as soon as the decision is made. Law also recognizes things do not happen that fluidly. The process and notifications, Mr. Abood noted, are out of the realms of the City Attorney office, but this is a priority. Council Member Wood supported a special meeting of the Committee before the end of the calendar year to resolve.

Ms. Estee noted she was frustrated Mr. Smiertka was not in attendance and reiterated her questions from earlier meetings, which included why only part of 580 was effected, why only 6 years, where is the 2004 dates, and why the mandated caps. Ms. Estee reminded Mr. Abood and the Committee of a letter she sent to Mr. Smiertka on September 23, 2016. She continued to inform the Committee again on outstanding FOIA requests with no response or denial. Those were emailed to Mr. Dotson in the City Attorney Office.

Mr. Engle gave his employment history with the City, experiences since retirement with his benefits costs, and spoke in frustration on the lack of transparency, the outstanding claim form and loss of damages from 2014. His original request was sent in September 18, 2014, and again April, 2016. Mr. Abood received an additional copy at this meeting. Mr. Engle concluded that if this was not resolved he was promising to go to the prosecuting attorney office to file



## DRAFT

charges of misconduct by the City. Mr. Engle asked when things were changed, because he was not able to find any actions by Council, stating the City needs to fulfill the contracts.

The Committee asked that Mr. Abood provide Council staff with an update on the three (3) FOIA requests made by Ms. Estee, along with the status of the claim by Mr. Engle. The request was given a deadline of the same date as this meeting, 10/5/2016.

Ms. Fressetto spoke in opposition to the City being a good steward to the City employees.

Ms. McCallum asked for explanations on cost differences in the insurance for retirees, families and two people.

Council Member Brown Clarke requested Council staff to invite Ms. Riley, HR Director and Ms. Williams, the Retirement Specialist to be invited to the next meeting.

Council Member Brown Clarke recapped the committee requests to Mr. Abood, which were the FOIA requests by Ms. Estee (4/22 & 4/28; 5/1, resubmitted 7/2016 and 9/2016) along with the status on Mr. Engle's.

Ms. Meade stated that the City needs to agree and stick with the agreement.

Council Member Brown Clarke asked Council staff to invite Ms. Riley, HR Director to the next meeting to provide an overview of the practices taken when an employee retires.

Lastly, she reminded Mr. Abood that the Committee has the information on the Tie Bar Memo, however a decision needs to be done and in written form, on the table and to the retirees, to act accordingly. The information on the decision needs to be provided with the rationale on the decision.

### **ADJOURN**

Adjourn at 9:19 a.m.

Submitted by,

Sherrie Boak, Recording Secretary Lansing City Council

Approved by the Committee on \_\_\_\_\_

LANSING CITY COUNCIL  
GRANT INFORMATION FORM

(Required for all grant applications and acceptances)

REFERRAL DATE: XX/XX/16

GRANT NAME: Department of Housing and Urban Development (HUD)

DEPARTMENT: HRCS

CONTACT PERSON (INCLUDE EMAIL AND PHONE): Dr. Joan Jackson Johnson 483-4482

APPLICATION DATE: Renewals

AWARD DATE: various dates (see attached)

FUND AMOUNT: \$ 2,566,614

CITY MATCH (IF APPLICABLE): \$ budgeted in FY16-FY17

GRANT CYCLE: One year cycles starting at various dates (see attached) Check One: Annual ☒ One-Time ☐

GRANT PAYS FOR: The city is the collaborative applicant for several CoC agencies that re-house qualified homeless individuals and families and provide case management or other services to promote self-sufficiency.

GOODS & SERVICES see above

PERSONNEL N/A

CONSTRUCTION N/A

LAND N/A

FUND ALLOCATIONS (Please describe the purpose of the grant and allowable uses):

\* See Attached

**RESOLUTION # \_\_\_\_\_**  
**BY THE COMMITTEE OF THE WHOLE**  
**RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING**

**WHEREAS**, the Department of Human Relations and Community Services (HRCS) will be submitting a grant application as the Collaborative Applicant for the Continuum of Care for the Lansing, East Lansing, Ingham County area, to the Michigan State Housing Development Authority (MSHDA) under the 2016-2017 Emergency Solutions Grant Notice of Funding Availability (NOFA) application; and

**WHEREAS**, the HRCS is planning to apply for grant renewal and any available new funding for at least the following agencies: Child and Family Charities - Gateway Division, Haven House, Mid-Michigan Recovery Services, Volunteers of America – Michigan, and the HRCS HMIS and Grant Management funds, for one-year renewal to support existing Continuum of Care initiatives; and

**WHEREAS**, the HRCS will be applying to MSHDA for an amount up to **\$364,897 total**; and

**WHEREAS**, MSHDA is not requiring any cash and/or in-kind match for the 2016-2017 NOFA;

**NOW, THEREFORE, BE IT RESOLVED** the City of Lansing, Michigan, accepts the terms of the grant application as stipulated by MSHDA and the City of Lansing does hereby specifically agree, but not by way of limitation, as follows:

1. That the administration is authorized to create appropriate accounts and transfer necessary funds to administer and monitor the grants and to appropriate such additional funds as shall be necessary to complete the project subject to the City Council transfer policies.
2. To maintain satisfactory financial accounts, documents, and records to make them available to MSHDA for auditing at reasonable times.
3. To implement the project and provide such funds, services, and materials as may be necessary to satisfy the terms of said Agreements.
4. To authorize the Mayor of the City of Lansing to be the local authorized representative to sign documents in behalf of the City of Lansing.
5. To comply with any and all terms of said MSHDA agreements, including all terms not specifically set forth in the foregoing portion of this resolution.

**CoL HRCS FY 2016-2017 MSHDA ESG GRANT ACCOUNTS**      **TOTAL AMOUNT \$364,897**

| DESCRIPTION                                  | AGENCY NAME        | ACCOUNT NUMBERS   | Project Number | Account Description     | (2016-17 MSHDA Awards)    | Start Date | End Date  | TOTAL AMT        | Acct AMT  | BUDGET DETAILS      |
|----------------------------------------------|--------------------|-------------------|----------------|-------------------------|---------------------------|------------|-----------|------------------|-----------|---------------------|
| Management Oversight                         | HRCS               | 273.673710.702000 |                | HRCS/City-Salary Offset | HML-2016-City of -384-ESF | 10/1/2016  | 9/30/2017 | <b>\$211,714</b> | \$14,800  | Salaries            |
| HMIS                                         | HRCS               | 273.833730.961744 |                | Contractor/HMIS Analyst |                           |            |           |                  | \$6,351   | Supportive Services |
| HARA                                         | VOA-MI V010841     | 273.673710.961741 |                | Operating               |                           |            |           |                  | \$126,984 | Operating           |
|                                              |                    | 273.673710.961744 |                | Supportive Services     |                           |            |           |                  | \$63,579  | Supportive Services |
| Management Oversight                         | HRCS               | 273.673710.702000 |                | HRCS/City-Salary Offset | HML-2017-City of -384-ESM | 10/1/2016  | 9/30/2017 | <b>\$153,183</b> | \$10,722  | Salaries            |
| HMIS                                         | HRCS               | 273.833730.961744 |                | Contractor/HMIS Analyst |                           |            |           |                  | \$4,595   | Supportive Services |
| HARA                                         | VOA-MI V010841     | 273.673710.961744 |                | Supportive Services     |                           |            |           |                  | \$21,098  | Supportive Services |
| SHELTER                                      | Emergency Shelters | 273.673710.741264 |                | Shelter Operations      |                           |            |           |                  | \$102,171 | Shelter Operations  |
| OUTREACH                                     | TBD                | 273.673710.741264 |                | Shelter Outreach        |                           |            |           |                  | \$14,596  | Shelter Operations  |
| <b>TOTAL 2016-17 MSHDA ESG GRANT FUNDING</b> |                    |                   |                |                         |                           |            |           | <b>\$364,897</b> |           |                     |

**CoL FY 2016-2017 HUD CoC GRANT ACCOUNTS**

| AGENCY NAME                                | ACCOUNT NUMBERS   | Project Number | Account Description | (2015 NOFA Awards) | Start Date | End Date   | TOTAL AMT | Acct AMT  | BUDGET DETAILS    |
|--------------------------------------------|-------------------|----------------|---------------------|--------------------|------------|------------|-----------|-----------|-------------------|
| Advent House/ Next Step Housing<br>V012086 | 273.673710.961744 |                | Supportive Services | MI0507L5F081500    | TBD        | TBD        | \$172,321 | \$38,510  | Supp Svs          |
|                                            | 273.673710.961748 |                | Rental Asst         |                    |            |            |           | \$123,144 | Rental Assistance |
|                                            | 273.673710.961600 |                | Admin               |                    |            |            |           | \$5,334   | Agency Admin      |
|                                            | 273.673710.741600 |                | Admin City          |                    |            |            |           | \$5,333   | City Admin        |
| Advent House/PSH for Families<br>V012086   | 273.673710.961744 |                | Supportive Services | MI0199L5F081508    | 6/1/2016   | 5/31/2017  | \$71,943  | \$21,605  | Supp Svs          |
|                                            | 273.673710.961741 |                | Operating           |                    |            |            |           | \$47,304  | Rental Assistance |
|                                            | 273.673710.961600 |                | Admin               |                    |            |            |           | \$1,517   | Agency Admin      |
|                                            | 273.673710.741600 |                | Admin City          |                    |            |            |           | \$1,517   | City Admin        |
| Advent House/ Hope Housing<br>V012086      | 273.673710.961744 |                | Supportive Services | MI0483L5F081500    | TBD        | TBD        | \$143,428 | \$40,992  | Supp Svs          |
|                                            | 273.673710.961748 |                | Rental Asst         |                    |            |            |           | \$93,600  | Rental Assistance |
|                                            | 273.673710.961600 |                | Admin               |                    |            |            |           | \$4,418   | Agency Admin      |
|                                            | 273.673710.741600 |                | Admin City          |                    |            |            |           | \$4,418   | City Admin        |
| CACS/EFHTRR<br>V005300                     | 273.673710.961744 |                | Supportive Services | MI0417L5F081502    | 9/1/2016   | 8/31/2017  | \$259,181 | \$52,189  | Supp Svs          |
|                                            | 273.673710.961748 |                | Rental Asst         |                    |            |            |           | \$190,032 | Rental Assistance |
|                                            | 273.673710.961600 |                | Admin               |                    |            |            |           | \$8,480   | Agency Admin      |
|                                            | 273.673710.741600 |                | Admin City          |                    |            |            |           | \$8,480   | City Admin        |
| CFC Gateway/Crossroads<br>V004315 (A3)     | 273.673710.961744 |                | Supportive Services | MI0188L5F081508    | 9/1/2016   | 8/31/2017  | \$61,836  | \$57,817  | Supp Svs          |
|                                            | 273.673710.961600 |                | Admin               |                    |            |            |           | \$2,010   | Agency Admin      |
|                                            | 273.673710.741600 |                | Admin City          |                    |            |            |           | \$2,009   | City Admin        |
| GLHC/Walnut<br>V800926                     | 273.673710.961744 |                | Supportive Services | MI0200L5F081508    | 7/1/2016   | 6/30/2017  | \$105,870 | \$41,160  | Supp Svs          |
|                                            | 273.673710.961741 |                | Operating           |                    |            |            |           | \$58,370  | Operating         |
|                                            | 273.673710.961600 |                | Admin               |                    |            |            |           | \$3,170   | Agency Admin      |
|                                            | 273.673710.741600 |                | Admin City          |                    |            |            |           | \$3,170   | City Admin        |
| HMIS I -City                               | 273.673710.961744 |                | Supportive Services | MI0194L5F081508    | 11/1/2016  | 10/31/2017 | \$40,121  | \$39,334  | HMIS              |
|                                            | 273.673710.741600 |                | Admin City          |                    |            |            |           | \$787     | City Admin        |
| HMIS II -City                              | 273.673710.961744 |                | Supportive Services | MI0193L5F081508    | 2/1/2016   | 1/31/2017  | \$24,457  | \$22,858  | HMIS              |
|                                            | 273.673710.741600 |                | Admin City          |                    |            |            |           | \$1,599   | City Admin        |
| MMRS/Sober Center<br>V033830               | 273.673710.961744 |                | Supportive Services | MI0198L5F081508    | 7/1/2016   | 6/30/2017  | \$144,944 | \$116,895 | Supp Svs          |
|                                            | 273.673710.961745 |                | Leasing             |                    |            |            |           | \$14,400  | Leasing           |
|                                            | 273.673710.961741 |                | Operating           |                    |            |            |           | \$4,083   | Operating         |
|                                            | 273.673710.961600 |                | Admin               |                    |            |            |           | \$4,783   | Agency Admin      |
|                                            | 273.673710.741600 |                | Admin City          |                    |            |            |           | \$4,783   | City Admin        |
| LHC/PSH 2<br>V028657                       | 273.673710.961744 |                | Supportive Services | MI0196L5F081508    | 1/1/2017   | 12/31/2017 | \$714,239 | \$106,417 | Supp Svs          |
|                                            | 273.673710.961748 |                | Rental Asst         |                    |            |            |           | \$575,184 | Rental Assistance |
|                                            | 273.673710.961600 |                | Admin               |                    |            |            |           | \$16,319  | Agency Admin      |
|                                            | 273.673710.741600 |                | Admin City          |                    |            |            |           | \$16,319  | City Admin        |
| LHC/PSH Bonus<br>V028657                   | 273.673710.961744 |                | Supportive Services | MI0376L5F081504    | 7/1/2016   | 6/30/2017  | \$176,139 | \$27,743  | Supp Svs          |
|                                            | 273.673710.961748 |                | Rental Asst         |                    |            |            |           | \$138,720 | Rental Assistance |
|                                            | 273.673710.961600 |                | Admin               |                    |            |            |           | \$4,838   | Agency Admin      |
|                                            | 273.673710.741600 |                | Admin City          |                    |            |            |           | \$4,838   | City Admin        |
| LHC/Shelter + Care<br>V028657              | 273.673710.961748 |                | Rental Asst         | MI0195L5F081508    | 5/1/2016   | 4/30/2017  | \$311,844 | \$293,760 | Rental Assistance |
|                                            | 273.673710.961600 |                | Admin               |                    |            |            |           | \$9,042   | Agency Admin      |
|                                            | 273.673710.741600 |                | Admin City          |                    |            |            |           | \$9,042   | City Admin        |
| VOAMI/PSH 1<br>V010841                     | 273.673710.961744 |                | Supportive Services | MI0409L5F081502    | 9/1/2016   | 8/30/2017  | \$136,734 | \$26,750  | Supp Svs          |
|                                            | 273.673710.961745 |                | Leasing             |                    |            |            |           | \$97,981  | Leasing           |
|                                            | 273.673710.961741 |                | Operating           |                    |            |            |           | \$3,113   | Operating         |
|                                            | 273.673710.961600 |                | Admin               |                    |            |            |           | \$4,445   | Agency Admin      |
|                                            | 273.673710.741600 |                | Admin City          |                    |            |            |           | \$4,445   | City Admin        |
| VOAMI/PSH 2<br>V010841                     | 273.673710.961744 |                | Supportive Services | MI0506L5F081500    | TBD        | TBD        | \$137,929 | \$28,044  | Supp Svs          |
|                                            | 273.673710.961745 |                | Leasing             |                    |            |            |           | \$97,943  | Leasing           |
|                                            | 273.673710.961741 |                | Operating           |                    |            |            |           | \$3,052   | Operating         |
|                                            | 273.673710.961600 |                | Admin               |                    |            |            |           | \$4,445   | Agency Admin      |
|                                            | 273.673710.741600 |                | Admin City          |                    |            |            |           | \$4,445   | City Admin        |
| COC PLANNING -City                         | 273.673710.961744 |                | Supp Serv           | MI0484L5F081500    | 7/1/2016   | 6/30/2017  | \$65,628  | \$65,628  | Supp Svs          |

|                        |                 | City Admin |
|------------------------|-----------------|------------|
| Advent House/ Next     | MI0507L5F081500 | \$5,333    |
| Advent House/PSH for   | MI0199L5F081508 | 1,517      |
| Advent House/ Hope     | MI0483L5F081500 | 4,418      |
| CACS/EFHTRR            | MI0417L5F081502 | 8,480      |
| CFC Gateway/Crossroads | MI0188L5F081508 | 2,009      |
| GLHC/Walnut            | MI0200L5F081508 | 3,170      |
| HMIS I -City           | MI0194L5F081508 | 787        |
| HMIS II -City          | MI0193L5F081508 | 1,599      |
| MMRS/Sober Center      | MI0198L5F081508 | 4,783      |
| LHC/PSH 2              | MI0196L5F081508 | 16,319     |
| LHC/PSH Bonus          | MI0376L5F081504 | 4,838      |
| LHC/Shelter + Care     | MI0195L5F081508 | 9,042      |
| VOAMI/PSH 1            | MI0409L5F081502 | 4,445      |
| VOAMI/PSH 2            | MI0506L5F081500 | 4,445      |
|                        | TOTAL           | \$71,185   |
|                        | 0.16%           | \$427.11   |

BY THE COMMITTEE OF THE WHOLE  
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

**WHEREAS**, the Department of Human Relations and Community Services (HRCS) as the Collaborative Applicant for the Continuum of Care for the Lansing, East Lansing, Ingham County area, will be receiving renewal grants from the Department of Housing and Urban Development (HUD) under the 2015 Continuum of Care Homeless Assistance Programs Notice of Funding Availability (NOFA) application; and

**WHEREAS**, these renewal grants will help fund programs for at least the following agencies: Advent House Ministries, Capital Area Community Services, Child and Family Charities - Gateway Division, Greater Lansing Housing Coalition, Mid-Michigan Recovery Services, Lansing Housing Commission, Volunteers of America Michigan, and the HRCS -HMIS and Planning funds, for a one-year period to support existing Continuum of Care initiatives; and

**WHEREAS**, the HRCS Department is to receive from HUD an amount up to **\$\$2,566,614**; and

**WHEREAS**, each agency shall be responsible for securing the required cash or in-kind match requirements stipulated by HUD in receiving said grants, while HRCS will continue to be responsible for securing a 25% cash and in-kind match for the HMIS and Planning grants;

**NOW, THEREFORE, BE IT RESOLVED** the City of Lansing, Michigan, accepts the terms of the grant application as stipulated by HUD and the City of Lansing does hereby specifically agree, but not by way of limitation, as follows:

1. That the administration is authorized to create appropriate accounts and transfer necessary funds to administer and monitor the grants and to appropriate such additional funds as shall be necessary to complete the project subject to the City Council transfer policies.
2. To maintain satisfactory financial accounts, documents, and records to make them available to HUD for auditing at reasonable times.
3. To implement the project and provide such funds, services, and materials as may be necessary to satisfy the terms of said Agreements.
4. To authorize the Mayor of the City of Lansing to be the local authorized representative to sign documents in behalf of the City of Lansing.
5. To comply with any and all terms of said HUD agreements, including all terms not specifically set forth in the foregoing portion of this resolution.





U.S. Department of Housing and Urban Development  
Office of Community Planning and Development  
477 Michigan Avenue  
Detroit, MI 48226

**Tax ID No.: 38-6004628**  
**CoC Program Grant Number: MI0506L5F081500**  
**Effective Date: 10/4/2016**  
**DUNS No.: 069835882 - 0000**

## **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 of Lansing (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" mean 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 Regulation.

The Application is incorporated herein as part of this Agreement, except that only the 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 FY2015 Scope of Work, is attached hereto and made a part hereof. If appropriations are available for Continuum of Care grants; if 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 use 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 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, 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. Recipient hereby authorizes HUD to insert the project performance period for new projects into the exhibit without Recipient 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, that 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; and
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 and the victim service provider uses that system instead;



10. To follow the written standards for providing Continuum of Care assistance developed by the Continuum of Care, 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 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).

**Tax ID No.: 38-6004628**  
**CoC Program Grant Number: MI0506L5F081500**  
**Effective Date: 10/4/2016**  
**DUNS No.: 069835882 - 0000**

**EXHIBIT 1**  
**SCOPE OF WORK for FY2015 COMPETITION**

1. The project listed on this Scope of Work is 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 project 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 Recipient to apply for grant funds (has/has not) been designated a high performing community by HUD for the applicable fiscal year.
3. Recipient is not the only Recipient for the Continuum of Care. HUD's total funding obligation for this grant and project is \$\_\_137929\_\_, allocated between budget line items, as indicated in 4. below.
4. HUD agrees, subject to the terms of this Agreement, to provide the Grant funds for the project application listed below in the amount specified below 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> |
|--------------------|---------------------------|
| MI0506L5F081500    |                           |

Allocated between budget line items as follows:

|                                           |          |
|-------------------------------------------|----------|
| a. Continuum of Care planning activities  | \$ 0     |
| b. UFA costs                              | \$ 0     |
| c. Acquisition                            | \$ 0     |
| d. Rehabilitation                         | \$ 0     |
| e. New construction                       | \$ 0     |
| f. Leasing                                | \$ 97943 |
| g. Rental assistance                      | \$ 0     |
| h. Supportive services                    | \$ 28044 |
| i. Operating costs                        | \$ 3052  |
| j. Homeless Management Information System | \$ 0     |
| k. Administrative costs                   | \$ 8890  |

In accordance with the Rule, Recipient is prohibited from moving more than 10% from one budget line item in a project's approved budget to another without written amendment to this Agreement.

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 project has/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 and may either be 1) added to funds committed to the project by HUD and the recipient and used for eligible activities; or 2) used as match.



U.S. Department of Housing and Urban Development  
Office of Community Planning and Development  
477 Michigan Avenue  
Detroit, MI 48226

**Tax ID No.: 38-6004628**  
**CoC Program Grant Number: MI0483L5F081500**  
**Effective Date: 10/4/2016**  
**DUNS No.: 069835882 - 0000**

## **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 of Lansing (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" mean 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 Regulation.

The Application is incorporated herein as part of this Agreement, except that only the 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 FY2015 Scope of Work, is attached hereto and made a part hereof. If appropriations are available for Continuum of Care grants; if 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 use 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 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, 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. Recipient hereby authorizes HUD to insert the project performance period for new projects into the exhibit without Recipient 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, that 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; and
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 and the victim service provider uses that system instead;

10. To follow the written standards for providing Continuum of Care assistance developed by the Continuum of Care, 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 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).



**Tax ID No.: 38-6004628**  
**CoC Program Grant Number: MI0483L5F081500**  
**Effective Date: 10/4/2016**  
**DUNS No.: 069835882 - 0000**

**EXHIBIT 1**  
**SCOPE OF WORK for FY2015 COMPETITION**

1. The project listed on this Scope of Work is 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 project 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 Recipient to apply for grant funds (has/has not) been designated a high performing community by HUD for the applicable fiscal year.
3. Recipient is not the only Recipient for the Continuum of Care. HUD's total funding obligation for this grant and project is \$\_\_143428\_\_, allocated between budget line items, as indicated in 4. below.
4. HUD agrees, subject to the terms of this Agreement, to provide the Grant funds for the project application listed below in the amount specified below 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> |
|--------------------|---------------------------|

MI0483L5F081500

Allocated between budget line items as follows:

|                                           |          |
|-------------------------------------------|----------|
| a. Continuum of Care planning activities  | \$ 0     |
| b. UFA costs                              | \$ 0     |
| c. Acquisition                            | \$ 0     |
| d. Rehabilitation                         | \$ 0     |
| e. New construction                       | \$ 0     |
| f. Leasing                                | \$ 0     |
| g. Rental assistance                      | \$ 93600 |
| h. Supportive services                    | \$ 40992 |
| i. Operating costs                        | \$ 0     |
| j. Homeless Management Information System | \$ 0     |
| k. Administrative costs                   | \$ 8836  |

In accordance with the Rule, Recipient is prohibited from moving more than 10% from one budget line item in a project's approved budget to another without written amendment to this Agreement.

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 project has/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 and may either be 1) added to funds committed to the project by HUD and the recipient and used for eligible activities; or 2) used as match.



U.S. Department of Housing and Urban Development  
Office of Community Planning and Development  
477 Michigan Avenue  
Detroit, MI 48226

**Tax ID No.: 38-6004628**  
**CoC Program Grant Number: MI0507L5F081500**  
**Effective Date: 10/4/2016**  
**DUNS No.: 069835882 - 0000**

## **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 of Lansing (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" mean 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 Regulation.

The Application is incorporated herein as part of this Agreement, except that only the 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 FY2015 Scope of Work, is attached hereto and made a part hereof. If appropriations are available for Continuum of Care grants; if 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 use 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 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, 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. Recipient hereby authorizes HUD to insert the project performance period for new projects into the exhibit without Recipient 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, that 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; and
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 and the victim service provider uses that system instead;

10. To follow the written standards for providing Continuum of Care assistance developed by the Continuum of Care, 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 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).



**Tax ID No.: 38-6004628**  
**CoC Program Grant Number: MI0507L5F081500**  
**Effective Date: 10/4/2016**  
**DUNS No.: 069835882 - 0000**

**EXHIBIT 1**  
**SCOPE OF WORK for FY2015 COMPETITION**

1. The project listed on this Scope of Work is 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 project 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 Recipient to apply for grant funds (has/has not) been designated a high performing community by HUD for the applicable fiscal year.
3. Recipient is not the only Recipient for the Continuum of Care. HUD's total funding obligation for this grant and project is \$\_\_172321\_\_, allocated between budget line items, as indicated in 4. below.
4. HUD agrees, subject to the terms of this Agreement, to provide the Grant funds for the project application listed below in the amount specified below 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> |
|--------------------|---------------------------|
| MI0507L5F081500    |                           |

Allocated between budget line items as follows:

|                                           |           |
|-------------------------------------------|-----------|
| a. Continuum of Care planning activities  | \$ 0      |
| b. UFA costs                              | \$ 0      |
| c. Acquisition                            | \$ 0      |
| d. Rehabilitation                         | \$ 0      |
| e. New construction                       | \$ 0      |
| f. Leasing                                | \$ 0      |
| g. Rental assistance                      | \$ 123144 |
| h. Supportive services                    | \$ 38510  |
| i. Operating costs                        | \$ 0      |
| j. Homeless Management Information System | \$ 0      |
| k. Administrative costs                   | \$ 10667  |

In accordance with the Rule, Recipient is prohibited from moving more than 10% from one budget line item in a project's approved budget to another without written amendment to this Agreement.

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 project has/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 and may either be 1) added to funds committed to the project by HUD and the recipient and used for eligible activities; or 2) used as match.



U.S. Department of Housing and Urban Development  
Office of Community Planning and Development  
477 Michigan Avenue  
Detroit, MI 48226

**Tax ID No.: 38-6004628**  
**CoC Program Grant Number: MI0484L5F081500**  
**Effective Date: 10/4/2016**  
**DUNS No.: 069835882 - 0000**

## **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 of Lansing (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" mean 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 Regulation.

The Application is incorporated herein as part of this Agreement, except that only the 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 FY2015 Scope of Work, is attached hereto and made a part hereof. If appropriations are available for Continuum of Care grants; if 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 use 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 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, 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. Recipient hereby authorizes HUD to insert the project performance period for new projects into the exhibit without Recipient 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, that 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; and
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 and the victim service provider uses that system instead;



10. To follow the written standards for providing Continuum of Care assistance developed by the Continuum of Care, 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 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).

**Tax ID No.: 38-6004628**  
**CoC Program Grant Number: MI0484L5F081500**  
**Effective Date: 10/4/2016**  
**DUNS No.: 069835882 - 0000**

**EXHIBIT 1**  
**SCOPE OF WORK for FY2015 COMPETITION**

1. The project listed on this Scope of Work is 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 project 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 Recipient to apply for grant funds (has/has not) been designated a high performing community by HUD for the applicable fiscal year.
3. Recipient is not the only Recipient for the Continuum of Care. HUD's total funding obligation for this grant and project is \$\_\_65628\_\_, allocated between budget line items, as indicated in 4. below.
4. HUD agrees, subject to the terms of this Agreement, to provide the Grant funds for the project application listed below in the amount specified below 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> |
|--------------------|---------------------------|

MI0484L5F081500

Allocated between budget line items as follows:

|                                           |          |
|-------------------------------------------|----------|
| a. Continuum of Care planning activities  | \$ 65628 |
| b. UFA costs                              | \$ 0     |
| c. Acquisition                            | \$ 0     |
| d. Rehabilitation                         | \$ 0     |
| e. New construction                       | \$ 0     |
| f. Leasing                                | \$ 0     |
| g. Rental assistance                      | \$ 0     |
| h. Supportive services                    | \$ 0     |
| i. Operating costs                        | \$ 0     |
| j. Homeless Management Information System | \$ 0     |
| k. Administrative costs                   | \$ 0     |

In accordance with the Rule, Recipient is prohibited from moving more than 10% from one budget line item in a project's approved budget to another without written amendment to this Agreement.

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 project has/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 and may either be 1) added to funds committed to the project by HUD and the recipient and used for eligible activities; or 2) used as match.



U.S. Department of Housing and Urban Development  
Office of Community Planning and Development  
477 Michigan Avenue  
Detroit, MI 48226

**Tax ID No.: 38-6004628**  
**CoC Program Grant Number: MI0188L5F081508**  
**Effective Date: 10/4/2016**  
**DUNS No.: 069835882 - 0000**

## **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 of Lansing (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" mean 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 Regulation.

The Application is incorporated herein as part of this Agreement, except that only the 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 FY2015 Scope of Work, is attached hereto and made a part hereof. If appropriations are available for Continuum of Care grants; if 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 use 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 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, 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. Recipient hereby authorizes HUD to insert the project performance period for new projects into the exhibit without Recipient 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, that 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; and
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 and the victim service provider uses that system instead;

10. To follow the written standards for providing Continuum of Care assistance developed by the Continuum of Care, 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 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).

**Tax ID No.: 38-6004628**  
**CoC Program Grant Number: MI0188L5F081508**  
**Effective Date: 10/4/2016**  
**DUNS No.: 069835882 - 0000**

**EXHIBIT 1**  
**SCOPE OF WORK for FY2015 COMPETITION**

1. The project listed on this Scope of Work is 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 project 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 Recipient to apply for grant funds (has/has not) been designated a high performing community by HUD for the applicable fiscal year.
3. Recipient is not the only Recipient for the Continuum of Care. HUD's total funding obligation for this grant and project is \$\_\_61836\_\_, allocated between budget line items, as indicated in 4. below.
4. HUD agrees, subject to the terms of this Agreement, to provide the Grant funds for the project application listed below in the amount specified below 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> |
|--------------------|---------------------------|
| MI0188L5F081508    | 09-01-2016- 08-31-2017    |

Allocated between budget line items as follows:

|                                           |          |
|-------------------------------------------|----------|
| a. Continuum of Care planning activities  | \$ 0     |
| b. UFA costs                              | \$ 0     |
| c. Acquisition                            | \$ 0     |
| d. Rehabilitation                         | \$ 0     |
| e. New construction                       | \$ 0     |
| f. Leasing                                | \$ 0     |
| g. Rental assistance                      | \$ 0     |
| h. Supportive services                    | \$ 57817 |
| i. Operating costs                        | \$ 0     |
| j. Homeless Management Information System | \$ 0     |
| k. Administrative costs                   | \$ 4019  |

In accordance with the Rule, Recipient is prohibited from moving more than 10% from one budget line item in a project's approved budget to another without written amendment to this Agreement.

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 project has/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 and may either be 1) added to funds committed to the project by HUD and the recipient and used for eligible activities; or 2) used as match.





U.S. Department of Housing and Urban Development  
Office of Community Planning and Development  
477 Michigan Avenue  
Detroit, MI 48226

**Tax ID No.: 38-6004628**  
**CoC Program Grant Number: MI0417L5F081502**  
**Effective Date: 10/4/2016**  
**DUNS No.: 069835882 - 0000**

## **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 of Lansing (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" mean 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 Regulation.

The Application is incorporated herein as part of this Agreement, except that only the 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 FY2015 Scope of Work, is attached hereto and made a part hereof. If appropriations are available for Continuum of Care grants; if 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 use 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 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, 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. Recipient hereby authorizes HUD to insert the project performance period for new projects into the exhibit without Recipient 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, that 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; and
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 and the victim service provider uses that system instead;

10. To follow the written standards for providing Continuum of Care assistance developed by the Continuum of Care, 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 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).



**Tax ID No.: 38-6004628**  
**CoC Program Grant Number: MI0417L5F081502**  
**Effective Date: 10/4/2016**  
**DUNS No.: 069835882 - 0000**

**EXHIBIT 1**  
**SCOPE OF WORK for FY2015 COMPETITION**

1. The project listed on this Scope of Work is 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 project 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 Recipient to apply for grant funds (has/has not) been designated a high performing community by HUD for the applicable fiscal year.
3. Recipient is not the only Recipient for the Continuum of Care. HUD's total funding obligation for this grant and project is \$\_\_259181\_\_, allocated between budget line items, as indicated in 4. below.
4. HUD agrees, subject to the terms of this Agreement, to provide the Grant funds for the project application listed below in the amount specified below 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> |
|--------------------|---------------------------|
| MI0417L5F081502    | 09-01-2016- 08-31-2017    |

Allocated between budget line items as follows:

|                                           |           |
|-------------------------------------------|-----------|
| a. Continuum of Care planning activities  | \$ 0      |
| b. UFA costs                              | \$ 0      |
| c. Acquisition                            | \$ 0      |
| d. Rehabilitation                         | \$ 0      |
| e. New construction                       | \$ 0      |
| f. Leasing                                | \$ 0      |
| g. Rental assistance                      | \$ 190032 |
| h. Supportive services                    | \$ 52189  |
| i. Operating costs                        | \$ 0      |
| j. Homeless Management Information System | \$ 0      |
| k. Administrative costs                   | \$ 16960  |



In accordance with the Rule, Recipient is prohibited from moving more than 10% from one budget line item in a project's approved budget to another without written amendment to this Agreement.

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 project has/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 and may either be 1) added to funds committed to the project by HUD and the recipient and used for eligible activities; or 2) used as match.



U.S. Department of Housing and Urban Development  
Office of Community Planning and Development  
477 Michigan Avenue  
Detroit, MI 48226

**Tax ID No.: 38-6004628**  
**CoC Program Grant Number: MI0194L5F081508**  
**Effective Date: 10/4/2016**  
**DUNS No.: 069835882 - 0000**

## **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 of Lansing (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" mean 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 Regulation.

The Application is incorporated herein as part of this Agreement, except that only the 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 FY2015 Scope of Work, is attached hereto and made a part hereof. If appropriations are available for Continuum of Care grants; if 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 use 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 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, 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. Recipient hereby authorizes HUD to insert the project performance period for new projects into the exhibit without Recipient 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, that 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; and
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 and the victim service provider uses that system instead;

10. To follow the written standards for providing Continuum of Care assistance developed by the Continuum of Care, 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 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).



**Tax ID No.: 38-6004628**  
**CoC Program Grant Number: MI0194L5F081508**  
**Effective Date: 10/4/2016**  
**DUNS No.: 069835882 - 0000**

**EXHIBIT 1**  
**SCOPE OF WORK for FY2015 COMPETITION**

1. The project listed on this Scope of Work is 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 project 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 Recipient to apply for grant funds (has/has not) been designated a high performing community by HUD for the applicable fiscal year.
3. Recipient is not the only Recipient for the Continuum of Care. HUD's total funding obligation for this grant and project is \$\_\_40121\_\_, allocated between budget line items, as indicated in 4. below.
4. HUD agrees, subject to the terms of this Agreement, to provide the Grant funds for the project application listed below in the amount specified below 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> |
|--------------------|---------------------------|
| MI0194L5F081508    | 11-01-2016- 10-31-2017    |

Allocated between budget line items as follows:

|                                           |          |
|-------------------------------------------|----------|
| a. Continuum of Care planning activities  | \$ 0     |
| b. UFA costs                              | \$ 0     |
| c. Acquisition                            | \$ 0     |
| d. Rehabilitation                         | \$ 0     |
| e. New construction                       | \$ 0     |
| f. Leasing                                | \$ 0     |
| g. Rental assistance                      | \$ 0     |
| h. Supportive services                    | \$ 0     |
| i. Operating costs                        | \$ 0     |
| j. Homeless Management Information System | \$ 39334 |
| k. Administrative costs                   | \$ 787   |

In accordance with the Rule, Recipient is prohibited from moving more than 10% from one budget line item in a project's approved budget to another without written amendment to this Agreement.

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 project has/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 and may either be 1) added to funds committed to the project by HUD and the recipient and used for eligible activities; or 2) used as match.



U.S. Department of Housing and Urban Development  
Office of Community Planning and Development  
477 Michigan Avenue  
Detroit, MI 48226

**Tax ID No.: 38-6004628**  
**CoC Program Grant Number: MI0193L5F081508**  
**Effective Date: 10/4/2016**  
**DUNS No.: 069835882 - 0000**

## **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 of Lansing (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" mean 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 Regulation.

The Application is incorporated herein as part of this Agreement, except that only the 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 FY2015 Scope of Work, is attached hereto and made a part hereof. If appropriations are available for Continuum of Care grants; if 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 use 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 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, 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. Recipient hereby authorizes HUD to insert the project performance period for new projects into the exhibit without Recipient 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, that 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; and
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 and the victim service provider uses that system instead;



10. To follow the written standards for providing Continuum of Care assistance developed by the Continuum of Care, 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 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).

**Tax ID No.: 38-6004628**  
**CoC Program Grant Number: MI0193L5F081508**  
**Effective Date: 10/4/2016**  
**DUNS No.: 069835882 - 0000**

**EXHIBIT 1**  
**SCOPE OF WORK for FY2015 COMPETITION**

1. The project listed on this Scope of Work is 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 project 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 Recipient to apply for grant funds (has/has not) been designated a high performing community by HUD for the applicable fiscal year.
3. Recipient is not the only Recipient for the Continuum of Care. HUD's total funding obligation for this grant and project is \$\_\_24457\_\_, allocated between budget line items, as indicated in 4. below.
4. HUD agrees, subject to the terms of this Agreement, to provide the Grant funds for the project application listed below in the amount specified below 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> |
|--------------------|---------------------------|
| MI0193L5F081508    | -                         |

Allocated between budget line items as follows:

|                                           |          |
|-------------------------------------------|----------|
| a. Continuum of Care planning activities  | \$ 0     |
| b. UFA costs                              | \$ 0     |
| c. Acquisition                            | \$ 0     |
| d. Rehabilitation                         | \$ 0     |
| e. New construction                       | \$ 0     |
| f. Leasing                                | \$ 0     |
| g. Rental assistance                      | \$ 0     |
| h. Supportive services                    | \$ 0     |
| i. Operating costs                        | \$ 0     |
| j. Homeless Management Information System | \$ 22858 |
| k. Administrative costs                   | \$ 1599  |

In accordance with the Rule, Recipient is prohibited from moving more than 10% from one budget line item in a project's approved budget to another without written amendment to this Agreement.

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 project has/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 and may either be 1) added to funds committed to the project by HUD and the recipient and used for eligible activities; or 2) used as match.



U.S. Department of Housing and Urban Development  
Office of Community Planning and Development  
477 Michigan Avenue  
Detroit, MI 48226

**Tax ID No.: 38-6004628**  
**CoC Program Grant Number: MI0193L5F081508**  
**Effective Date: 10/4/2016**  
**DUNS No.: 069835882 - 0000**

## **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 of Lansing (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" mean 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 Regulation.

The Application is incorporated herein as part of this Agreement, except that only the 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 FY2015 Scope of Work, is attached hereto and made a part hereof. If appropriations are available for Continuum of Care grants; if 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 use 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 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, 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. Recipient hereby authorizes HUD to insert the project performance period for new projects into the exhibit without Recipient 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, that 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; and
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 and the victim service provider uses that system instead;

10. To follow the written standards for providing Continuum of Care assistance developed by the Continuum of Care, 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 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).

**Tax ID No.: 38-6004628**  
**CoC Program Grant Number: MI0193L5F081508**  
**Effective Date: 10/4/2016**  
**DUNS No.: 069835882 - 0000**

**EXHIBIT 1**  
**SCOPE OF WORK for FY2015 COMPETITION**

1. The project listed on this Scope of Work is 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 project 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 Recipient to apply for grant funds (has/has not) been designated a high performing community by HUD for the applicable fiscal year.
3. Recipient is not the only Recipient for the Continuum of Care. HUD's total funding obligation for this grant and project is \$\_\_24457\_\_, allocated between budget line items, as indicated in 4. below.
4. HUD agrees, subject to the terms of this Agreement, to provide the Grant funds for the project application listed below in the amount specified below 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> |
|--------------------|---------------------------|
| MI0193L5F081508    | 02-01-2016- 01-31-2017    |

Allocated between budget line items as follows:

|                                           |          |
|-------------------------------------------|----------|
| a. Continuum of Care planning activities  | \$ 0     |
| b. UFA costs                              | \$ 0     |
| c. Acquisition                            | \$ 0     |
| d. Rehabilitation                         | \$ 0     |
| e. New construction                       | \$ 0     |
| f. Leasing                                | \$ 0     |
| g. Rental assistance                      | \$ 0     |
| h. Supportive services                    | \$ 0     |
| i. Operating costs                        | \$ 0     |
| j. Homeless Management Information System | \$ 22858 |
| k. Administrative costs                   | \$ 1599  |

In accordance with the Rule, Recipient is prohibited from moving more than 10% from one budget line item in a project's approved budget to another without written amendment to this Agreement.

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 project has/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 and may either be 1) added to funds committed to the project by HUD and the recipient and used for eligible activities; or 2) used as match.





U.S. Department of Housing and Urban Development  
Office of Community Planning and Development  
477 Michigan Avenue  
Detroit, MI 48226

**Tax ID No.: 38-6004628**  
**CoC Program Grant Number: MI0409L5F081502**  
**Effective Date: 10/4/2016**  
**DUNS No.: 069835882 - 0000**

## **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 of Lansing (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" mean 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 Regulation.

The Application is incorporated herein as part of this Agreement, except that only the 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 FY2015 Scope of Work, is attached hereto and made a part hereof. If appropriations are available for Continuum of Care grants; if 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 use 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 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, 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. Recipient hereby authorizes HUD to insert the project performance period for new projects into the exhibit without Recipient 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, that 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; and
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 and the victim service provider uses that system instead;

10. To follow the written standards for providing Continuum of Care assistance developed by the Continuum of Care, 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 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).

**Tax ID No.: 38-6004628**  
**CoC Program Grant Number: MI0409L5F081502**  
**Effective Date: 10/4/2016**  
**DUNS No.: 069835882 - 0000**

**EXHIBIT 1**  
**SCOPE OF WORK for FY2015 COMPETITION**

1. The project listed on this Scope of Work is 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 project 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 Recipient to apply for grant funds (has/has not) been designated a high performing community by HUD for the applicable fiscal year.
3. Recipient is not the only Recipient for the Continuum of Care. HUD's total funding obligation for this grant and project is \$\_\_136734\_\_, allocated between budget line items, as indicated in 4. below.
4. HUD agrees, subject to the terms of this Agreement, to provide the Grant funds for the project application listed below in the amount specified below 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> |
|--------------------|---------------------------|
| MI0409L5F081502    | 09-01-2016- 08-31-2017    |

Allocated between budget line items as follows:

|                                           |          |
|-------------------------------------------|----------|
| a. Continuum of Care planning activities  | \$ 0     |
| b. UFA costs                              | \$ 0     |
| c. Acquisition                            | \$ 0     |
| d. Rehabilitation                         | \$ 0     |
| e. New construction                       | \$ 0     |
| f. Leasing                                | \$ 97981 |
| g. Rental assistance                      | \$ 0     |
| h. Supportive services                    | \$ 26750 |
| i. Operating costs                        | \$ 3113  |
| j. Homeless Management Information System | \$ 0     |
| k. Administrative costs                   | \$ 8890  |



In accordance with the Rule, Recipient is prohibited from moving more than 10% from one budget line item in a project's approved budget to another without written amendment to this Agreement.

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 project has/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 and may either be 1) added to funds committed to the project by HUD and the recipient and used for eligible activities; or 2) used as match.



U.S. Department of Housing and Urban Development  
Office of Community Planning and Development  
477 Michigan Avenue  
Detroit, MI 48226

**Tax ID No.: 38-6004628**  
**CoC Program Grant Number: MI0199L5F081508**  
**Effective Date: 10/4/2016**  
**DUNS No.: 069835882 - 0000**

## **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 of Lansing (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" mean 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 Regulation.

The Application is incorporated herein as part of this Agreement, except that only the 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 FY2015 Scope of Work, is attached hereto and made a part hereof. If appropriations are available for Continuum of Care grants; if 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 use 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 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, 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. Recipient hereby authorizes HUD to insert the project performance period for new projects into the exhibit without Recipient 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, that 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; and
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 and the victim service provider uses that system instead;

10. To follow the written standards for providing Continuum of Care assistance developed by the Continuum of Care, 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 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).



**Tax ID No.: 38-6004628**  
**CoC Program Grant Number: MI0199L5F081508**  
**Effective Date: 10/4/2016**  
**DUNS No.: 069835882 - 0000**

**EXHIBIT 1**  
**SCOPE OF WORK for FY2015 COMPETITION**

1. The project listed on this Scope of Work is 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 project 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 Recipient to apply for grant funds (has/has not) been designated a high performing community by HUD for the applicable fiscal year.
3. Recipient is not the only Recipient for the Continuum of Care. HUD's total funding obligation for this grant and project is \$\_\_71943\_\_, allocated between budget line items, as indicated in 4. below.
4. HUD agrees, subject to the terms of this Agreement, to provide the Grant funds for the project application listed below in the amount specified below 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> |
|--------------------|---------------------------|
| MI0199L5F081508    | 06-01-2016- 05-31-2017    |

Allocated between budget line items as follows:

|                                           |          |
|-------------------------------------------|----------|
| a. Continuum of Care planning activities  | \$ 0     |
| b. UFA costs                              | \$ 0     |
| c. Acquisition                            | \$ 0     |
| d. Rehabilitation                         | \$ 0     |
| e. New construction                       | \$ 0     |
| f. Leasing                                | \$ 0     |
| g. Rental assistance                      | \$ 47304 |
| h. Supportive services                    | \$ 21605 |
| i. Operating costs                        | \$ 0     |
| j. Homeless Management Information System | \$ 0     |
| k. Administrative costs                   | \$ 3034  |

In accordance with the Rule, Recipient is prohibited from moving more than 10% from one budget line item in a project's approved budget to another without written amendment to this Agreement.

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 project has/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 and may either be 1) added to funds committed to the project by HUD and the recipient and used for eligible activities; or 2) used as match.



U.S. Department of Housing and Urban Development  
Office of Community Planning and Development  
477 Michigan Avenue  
Detroit, MI 48226

**Tax ID No.: 38-6004628**  
**CoC Program Grant Number: MI0196L5F081508**  
**Effective Date: 10/4/2016**  
**DUNS No.: 069835882 - 0000**

## **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 of Lansing (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" mean 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 Regulation.

The Application is incorporated herein as part of this Agreement, except that only the 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 FY2015 Scope of Work, is attached hereto and made a part hereof. If appropriations are available for Continuum of Care grants; if 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 use 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 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, 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. Recipient hereby authorizes HUD to insert the project performance period for new projects into the exhibit without Recipient 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, that 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; and
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 and the victim service provider uses that system instead;



10. To follow the written standards for providing Continuum of Care assistance developed by the Continuum of Care, 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 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).

**Tax ID No.: 38-6004628**  
**CoC Program Grant Number: MI0196L5F081508**  
**Effective Date: 10/4/2016**  
**DUNS No.: 069835882 - 0000**

**EXHIBIT 1**  
**SCOPE OF WORK for FY2015 COMPETITION**

1. The project listed on this Scope of Work is 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 project 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 Recipient to apply for grant funds (has/has not) been designated a high performing community by HUD for the applicable fiscal year.
3. Recipient is not the only Recipient for the Continuum of Care. HUD's total funding obligation for this grant and project is \$\_\_714239\_\_, allocated between budget line items, as indicated in 4. below.
4. HUD agrees, subject to the terms of this Agreement, to provide the Grant funds for the project application listed below in the amount specified below 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> |
|--------------------|---------------------------|
| MI0196L5F081508    | 01-01-2017- 12-31-2017    |

Allocated between budget line items as follows:

|                                           |           |
|-------------------------------------------|-----------|
| a. Continuum of Care planning activities  | \$ 0      |
| b. UFA costs                              | \$ 0      |
| c. Acquisition                            | \$ 0      |
| d. Rehabilitation                         | \$ 0      |
| e. New construction                       | \$ 0      |
| f. Leasing                                | \$ 0      |
| g. Rental assistance                      | \$ 575184 |
| h. Supportive services                    | \$ 106417 |
| i. Operating costs                        | \$ 0      |
| j. Homeless Management Information System | \$ 0      |
| k. Administrative costs                   | \$ 32638  |

In accordance with the Rule, Recipient is prohibited from moving more than 10% from one budget line item in a project's approved budget to another without written amendment to this Agreement.

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 project has/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 and may either be 1) added to funds committed to the project by HUD and the recipient and used for eligible activities; or 2) used as match.



U.S. Department of Housing and Urban Development  
Office of Community Planning and Development  
477 Michigan Avenue  
Detroit, MI 48226

**Tax ID No.: 38-6004628**  
**CoC Program Grant Number: MI0376L5F081504**  
**Effective Date: 10/4/2016**  
**DUNS No.: 069835882 - 0000**

## **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 of Lansing (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" mean 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 Regulation.

The Application is incorporated herein as part of this Agreement, except that only the 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 FY2015 Scope of Work, is attached hereto and made a part hereof. If appropriations are available for Continuum of Care grants; if 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 use 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 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, 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. Recipient hereby authorizes HUD to insert the project performance period for new projects into the exhibit without Recipient 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, that 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; and
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 and the victim service provider uses that system instead;

10. To follow the written standards for providing Continuum of Care assistance developed by the Continuum of Care, 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 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).

**Tax ID No.: 38-6004628**  
**CoC Program Grant Number: MI0376L5F081504**  
**Effective Date: 10/4/2016**  
**DUNS No.: 069835882 - 0000**

**EXHIBIT 1**  
**SCOPE OF WORK for FY2015 COMPETITION**

1. The project listed on this Scope of Work is 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 project 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 Recipient to apply for grant funds (has/has not) been designated a high performing community by HUD for the applicable fiscal year.
3. Recipient is not the only Recipient for the Continuum of Care. HUD's total funding obligation for this grant and project is \$\_\_176139\_\_, allocated between budget line items, as indicated in 4. below.
4. HUD agrees, subject to the terms of this Agreement, to provide the Grant funds for the project application listed below in the amount specified below 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> |
|--------------------|---------------------------|
| MI0376L5F081504    | 07-01-2016- 06-30-2017    |

Allocated between budget line items as follows:

|                                           |           |
|-------------------------------------------|-----------|
| a. Continuum of Care planning activities  | \$ 0      |
| b. UFA costs                              | \$ 0      |
| c. Acquisition                            | \$ 0      |
| d. Rehabilitation                         | \$ 0      |
| e. New construction                       | \$ 0      |
| f. Leasing                                | \$ 0      |
| g. Rental assistance                      | \$ 138720 |
| h. Supportive services                    | \$ 27743  |
| i. Operating costs                        | \$ 0      |
| j. Homeless Management Information System | \$ 0      |
| k. Administrative costs                   | \$ 9676   |

In accordance with the Rule, Recipient is prohibited from moving more than 10% from one budget line item in a project's approved budget to another without written amendment to this Agreement.

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 project has/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 and may either be 1) added to funds committed to the project by HUD and the recipient and used for eligible activities; or 2) used as match.





U.S. Department of Housing and Urban Development  
Office of Community Planning and Development  
477 Michigan Avenue  
Detroit, MI 48226

**Tax ID No.: 38-6004628**  
**CoC Program Grant Number: MI0198L5F081508**  
**Effective Date: 10/4/2016**  
**DUNS No.: 069835882 - 0000**

## **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 of Lansing (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" mean 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 Regulation.

The Application is incorporated herein as part of this Agreement, except that only the 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 FY2015 Scope of Work, is attached hereto and made a part hereof. If appropriations are available for Continuum of Care grants; if 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 use 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 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, 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. Recipient hereby authorizes HUD to insert the project performance period for new projects into the exhibit without Recipient 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, that 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; and
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 and the victim service provider uses that system instead;

10. To follow the written standards for providing Continuum of Care assistance developed by the Continuum of Care, 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 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).



**Tax ID No.: 38-6004628**  
**CoC Program Grant Number: MI0198L5F081508**  
**Effective Date: 10/4/2016**  
**DUNS No.: 069835882 - 0000**

**EXHIBIT 1**  
**SCOPE OF WORK for FY2015 COMPETITION**

1. The project listed on this Scope of Work is 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 project 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 Recipient to apply for grant funds (has/has not) been designated a high performing community by HUD for the applicable fiscal year.
3. Recipient is not the only Recipient for the Continuum of Care. HUD's total funding obligation for this grant and project is \$\_\_144944\_\_, allocated between budget line items, as indicated in 4. below.
4. HUD agrees, subject to the terms of this Agreement, to provide the Grant funds for the project application listed below in the amount specified below 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> |
|--------------------|---------------------------|
| MI0198L5F081508    | 07-01-2016- 06-30-2017    |

Allocated between budget line items as follows:

|                                           |           |
|-------------------------------------------|-----------|
| a. Continuum of Care planning activities  | \$ 0      |
| b. UFA costs                              | \$ 0      |
| c. Acquisition                            | \$ 0      |
| d. Rehabilitation                         | \$ 0      |
| e. New construction                       | \$ 0      |
| f. Leasing                                | \$ 14400  |
| g. Rental assistance                      | \$ 0      |
| h. Supportive services                    | \$ 116895 |
| i. Operating costs                        | \$ 4083   |
| j. Homeless Management Information System | \$ 0      |
| k. Administrative costs                   | \$ 9566   |



In accordance with the Rule, Recipient is prohibited from moving more than 10% from one budget line item in a project's approved budget to another without written amendment to this Agreement.

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 project has/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 and may either be 1) added to funds committed to the project by HUD and the recipient and used for eligible activities; or 2) used as match.



U.S. Department of Housing and Urban Development  
Office of Community Planning and Development  
477 Michigan Avenue  
Detroit, MI 48226

**Tax ID No.: 38-6004628**  
**CoC Program Grant Number: MI0200L5F081508**  
**Effective Date: 10/4/2016**  
**DUNS No.: 069835882 - 0000**

## **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 of Lansing (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" mean 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 Regulation.

The Application is incorporated herein as part of this Agreement, except that only the 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 FY2015 Scope of Work, is attached hereto and made a part hereof. If appropriations are available for Continuum of Care grants; if 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 use 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 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, 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. Recipient hereby authorizes HUD to insert the project performance period for new projects into the exhibit without Recipient 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, that 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; and
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 and the victim service provider uses that system instead;

10. To follow the written standards for providing Continuum of Care assistance developed by the Continuum of Care, 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 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).



**Tax ID No.: 38-6004628**  
**CoC Program Grant Number: MI0200L5F081508**  
**Effective Date: 10/4/2016**  
**DUNS No.: 069835882 - 0000**

**EXHIBIT 1**  
**SCOPE OF WORK for FY2015 COMPETITION**

1. The project listed on this Scope of Work is 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 project 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 Recipient to apply for grant funds (has/has not) been designated a high performing community by HUD for the applicable fiscal year.
3. Recipient is not the only Recipient for the Continuum of Care. HUD's total funding obligation for this grant and project is \$\_\_105870\_\_, allocated between budget line items, as indicated in 4. below.
4. HUD agrees, subject to the terms of this Agreement, to provide the Grant funds for the project application listed below in the amount specified below 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> |
|--------------------|---------------------------|
| MI0200L5F081508    | 07-01-2016- 06-30-2017    |

Allocated between budget line items as follows:

|                                           |          |
|-------------------------------------------|----------|
| a. Continuum of Care planning activities  | \$ 0     |
| b. UFA costs                              | \$ 0     |
| c. Acquisition                            | \$ 0     |
| d. Rehabilitation                         | \$ 0     |
| e. New construction                       | \$ 0     |
| f. Leasing                                | \$ 0     |
| g. Rental assistance                      | \$ 0     |
| h. Supportive services                    | \$ 41160 |
| i. Operating costs                        | \$ 58370 |
| j. Homeless Management Information System | \$ 0     |
| k. Administrative costs                   | \$ 6340  |

In accordance with the Rule, Recipient is prohibited from moving more than 10% from one budget line item in a project's approved budget to another without written amendment to this Agreement.

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 project has/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 and may either be 1) added to funds committed to the project by HUD and the recipient and used for eligible activities; or 2) used as match.



## LANSING CITY COUNCIL

### GRANT INFORMATION FORM

(Required for all grant applications and acceptances)

REFERRAL DATE: 7/22/2016

GRANT NAME: National League of Cities / MetLife Foundation

"Financial Inclusion Systems and City Leadership (FISCL)"

DEPARTMENT: Mayor's Office – Office of Financial Empowerment

CONTACT PERSON (INCLUDE EMAIL AND PHONE): Amber Paxton [amber.paxton@lansingmi.gov](mailto:amber.paxton@lansingmi.gov) 517.483.4530

APPLICATION DATE: 5/23/2016

AWARD DATE: 6/10/2016

GRANT CYCLE: 6/2016 – 12/2017

Check One: ☐ Annual ☒ One-Time

FUND AMOUNT: \$ 30,000 (Breakdown below should total this amount)

GOODS & SERVICES \$ 14,000 (PR Firm)

PERSONNEL \$ 7,000 (AmeriCorps position)

CONSTRUCTION \$                     

LAND \$                     

OTHER (Gen. Expenses) \$ 9,000

CITY MATCH (IF APPLICABLE): \$ N/A

GRANT PAYS FOR: A public relations firm (for focus groups, analysis and recommendations); an AmeriCorps position through CEDAM; and expenses including a parking card and laptop for the AmeriCorps, as well as mailing, printing, and design of marketing materials.

FUND ALLOCATIONS (Please describe the purpose of the grant and allowable uses):

This grant is to figure out ways to better engage the parents of children in Lansing Schools who have a Lansing SAVE post-secondary education savings account, that they might a) participate in the account by making private deposits and b) participate in Financial Empowerment Center's one-on-one financial counseling, which can help them to find ways to save money, especially for their child's eventual education. The grant pays for the services of a public relations firm, who will hold focus groups with parents, schedule events, and come up with new and better ways to improve parent engagement with SAVE from its current 8% to 30%. It also pays for a one-year AmeriCorps position, and this position will participate in financial education in the schools, and assist the City and the public relations firm in strengthening parent engagement. Expenses for events, mailing, printing, design of materials, etc. are also included in the grant.



BY THE COMMITTEE ON WAYS AND MEANS RESOLVED BY THE CITY  
COUNCIL OF THE CITY OF LANSING

WHEREAS, The City of Lansing was one of 8 cities selected to receive a National League of Cities / MetLife Foundation grant for “Financial Inclusion Systems and City Leadership (FISCL)”; and

WHEREAS, the National League of Cities / MetLife Foundation grant was the result of a competitive proposal process, and a proposal was submitted by the Office of Financial Empowerment on May 23, 2016, approved on June 10, 2016, and will be paid on July 22, 2016; and

WHEREAS, The National League of Cities / MetLife Foundation grant supports the building of financial inclusion systems within city government; and

WHEREAS, the National League of Cities awarded \$30,000.00 to the City of Lansing’s Office of Financial Empowerment; and

WHEREAS, the award for \$30,000.00 does not require a local match;

NOW, THEREFORE, BE IT RESOLVED, The Lansing City Council approves acceptance of the National League of Cities / MetLife Foundation Grant in the total amount of \$30,000.00 for the grant period beginning June 2016 and ending December 2017 for the City of Lansing.

BE IT FINALLY RESOLVED, The Administration is authorized to create appropriate accounts and to make the necessary operating transfers for the expenditure and control of the balance of the grant funds.

Approved for Placement on City Council Agenda

---

Jim Smiertka, City Attorney

Date: \_\_\_\_\_



**OFFICE OF THE MAYOR**

9th Floor, City Hall  
124 W. Michigan Avenue  
Lansing, Michigan 48933-1694  
(517) 483-4141 (voice)  
(517) 483-4479 (TDD)  
(517) 483-6066 (Fax)

Virg Bernero, Mayor

TO: City Council President Judi Brown Clarke and Councilmembers  
FROM: Mayor Virg Bernero  
DATE: 10/7/16  
RE: Acceptance of Pre-Disaster Mitigation Competitive Grants - Phases 4 & 5

---

The attached correspondence is forwarded for your review and appropriate action.

VB/rh  
Attachment



## LANSING CITY COUNCIL

### GRANT INFORMATION FORM

(Required for all grant applications and acceptances)

REFERRAL DATE: October 10, 2016

GRANT NAME: 4121 DR MI Hazard Mitigation Grant Program (HMGP)

DEPARTMENT: Development Office

CONTACT PERSON (INCLUDE EMAIL AND PHONE): Don Kulhanek, [don.kulhanek@lansingmi.gov](mailto:don.kulhanek@lansingmi.gov) 517 -483-4050

APPLICATION DATE: 12/10/2014

AWARD DATE: March 4, 2015

GRANT CYCLE: March 4, 2015 to March 10, 2018

Check One: ☐ Annual ☒ One-Time

FUND AMOUNT: \$53,618.00 (Breakdown below should total this amount)

|                  |             |
|------------------|-------------|
| GOODS & SERVICES | \$3,594.00  |
| PERSONNEL        | 12,224.00   |
| CONSTRUCTION     | \$ _____    |
| LAND             | \$37,800.00 |
| OTHER (Training) | \$ _____    |

CITY MATCH (IF APPLICABLE): \$17,873.00

GRANT PAYS FOR: Appraisal, acquisition, asbestos and hazardous materials testing and remediation, and demolition of property (623 S. Magnolia) located in the flood plain, and some staff costs.

FUND ALLOCATIONS (Please describe the purpose of the grant and allowable uses):

Carries on the project to provide supplementary financial assistance for the implementation of cost-effective hazard mitigation measures that will permanently reduce or eliminate the long-term risk to human life and property from natural, technological or human-caused disasters and their effects. HMGP funding is awarded by FEMA and is administered by the State of Michigan, Michigan Department of State Police, Emergency Management and Homeland Security Division.

Allowable uses include appraisal, acquisition, asbestos and hazardous materials testing and remediation, and demolition and some staff costs.



## LANSING CITY COUNCIL

### GRANT INFORMATION FORM

(Required for all grant applications and acceptances)

REFERRAL DATE: October 10, 2016

GRANT NAME: 4195-DR-MI Hazard Mitigation Grant Program (HMGP)

DEPARTMENT: Development Office

CONTACT PERSON (INCLUDE EMAIL AND PHONE): Don Kulhanek 483-4050 [don.kulhanek@lansingmi.gov](mailto:don.kulhanek@lansingmi.gov)

APPLICATION DATE: January 2016

AWARD DATE: August 17, 2016

GRANT CYCLE: August 17 2016 through June 21, 2019

Check One: ☐ Annual ☒ One-Time

FUND AMOUNT: \$262,420.00 (Breakdown below should total this amount)

|                  |            |
|------------------|------------|
| GOODS & SERVICES | \$55409.00 |
| PERSONNEL        | \$82,010   |
| CONSTRUCTION     | \$_____    |
| LAND             | \$125,000  |
| OTHER (Training) | \$_____    |

CITY MATCH (IF APPLICABLE): \$87,473.00

GRANT PAYS FOR: Appraisal, acquisition, asbestos and hazardous materials testing and remediation, demolition of 4 properties in the flood plain, and some staff costs.

PRIMARY PROPERTIES:

708 S. Foster  
605 S. Foster  
707 S. Magnolia  
806 Fayette

Alternate Properties:

810 Fayette  
600 S. Hayford  
816 Beulah  
719 S. Magnolia





City of Lansing  
Inter-Departmental  
Memorandum



To: Virg Bernero, Mayor

From: Susan Stachowiak, Zoning Administrator

Subject: CITY COUNCIL AGENDA ITEM  
Acceptance of Pre-Disaster Mitigation Competitive Grants - Phases 4 & 5

Date: October 5, 2016

---

The City of Lansing Development Office and LFD Emergency Management Division continue to work on acquiring vacant land and residential structures **on a voluntary basis** in the 100-year flood plain in two areas of the city: the *Baker-Donora* and *Urbandale* neighborhoods. This application is to use Federal Emergency Management Agency (FEMA) funds to continue this effort with the acquisition of five residential properties out of a pool of nine.

At its October 4, 2016 meeting, the Planning Board reviewed the grant in accordance with Act 33 procedures and voted unanimously (6-0) to recommend approval of the FEMA grants and proposed acquisition of properties; and

Please forward this resolution to City Council for placement on the Agenda.

If you have any questions, or need additional information, please give me a call.

**Attachments**

BY THE COMMITTEE ON WAYS AND MEANS  
APPROVED BY THE CITY COUNCIL OF THE CITY OF LANSING

Approval to Accept Pre-Disaster Mitigation Competitive Grants  
(Phases 4 and 5)

WHEREAS, the City of Lansing has applied through the State of Michigan, Michigan State Police, Emergency Management and Homeland Security Division for Federal Emergency Management Agency (FEMA) Pre-Disaster Mitigation Grants; and

WHEREAS, the Lansing City Council reviewed and authorized submission of the grants to FEMA; and

WHEREAS, FEMA has awarded the following in grant funds to be used over a multi-year period for the City of Lansing to reduce the risk of flooding; and

|          |           |
|----------|-----------|
| Phase 4: | \$53,618  |
| Phase 5: | \$262,420 |

WHEREAS, the required Phase 4 match of \$17,837 and Phase 5 match of \$87,437 will be met through the Planning and Neighborhood Development Office using Community Development Block Grant (CDBG) funds from its current and future budget allocated for acquisition; and

WHEREAS, the FEMA Pre-Disaster Mitigation grants will provide funds for voluntary acquisition up to 9 properties; and

WHEREAS, the acquisition of these properties and demolition of existing structures is expected to reduce the rates for flood insurance for all rate payers in the City; and

WHEREAS, the acquisition and demolition of existing structures is expected to reduce the risk of harm to life and property for those owners who choose to relocate to flood safe areas and to reduce the need for emergency services in a serious flood event; and

WHEREAS, existing structures will be razed using these grant funds and the resultant vacant parcels may be used for community gardens, urban farming, natural areas, recreation or other purposes as permitted by FEMA; and

WHEREAS, the acquisition of these properties and demolition of existing structures is expected to:

- Reduce the risk of harm to life and property for those owners, who choose to move to flood-safe areas,
- Reduce the rates for flood insurance for all flood insurance rate payers in the City, and
- Reduce the need for emergency services in a serious flood event; and

WHEREAS, the reduction of risk in flood-prone areas is a priority under the City's consolidated strategy and Plan for the use of CDBG and NSP funds; and

WHEREAS, the FEMA grant includes potential acquisition of the following properties with grant funds:

Phase 4: 623 S. Magnolia

Phase 5: 708 S. Foster, 605 S. Foster, 707 S. Magnolia, 806 Fayette, 810 Fayette, 600 S. Hayford, 816 Beulah, and 719 S. Magnolia

WHEREAS, at its October 4, 2016 meeting, the Planning Board reviewed the grant in accordance with Act 33 procedures and voted unanimously (6-0) to recommend approval of the FEMA grants and proposed acquisition of properties; and

NOW, THEREFORE, BE IT RESOLVED, that the Lansing City Council approves the acceptance of the grant and acquisition of the properties for the purpose written above and completing the activities funded through the Pre-Disaster Mitigation grants.

BE IT FURTHER RESOLVED that Virg Bernero, Mayor of the City of Lansing, is authorized to accept the above described awards in the amounts of \$53,618 and the required match of \$17,837 for Phase 4, and \$262,420 and the required match of \$87,437 for Phase 5, and that he shall be authorized to sign the grant agreement, establish new and separate expenditure accounts as necessary, acquire the properties, and take other action required to implement the grant.

**GENERAL INFORMATION**

APPLICANT: City of Lansing  
Development Office  
316 N. Capitol Avenue  
Lansing, MI 48933

STATUS OF APPLICANT: Prospective purchaser

APPLICANT'S PROPOSAL: The Development Office and LFD Emergency Management Division continue to work on acquiring vacant land and residential structures **on a voluntary basis** in the 100-year flood plain in two areas of the city: the *Baker-Donora* and *Urbandale* neighborhoods. This application is to use Federal Emergency Management Agency (FEMA) funds to continue this effort with the acquisition of five residential properties out of a pool of nine.

EXISTING AND  
SURROUNDING LAND USE: One and/or Two Family Residential Structures/  
Vacant lots

EXISTING AND  
SURROUNDING ZONING: Urbandale Properties: "B" Residential;  
Baker Donora Properties: "C" Residential

PROPOSED ZONING: No change

PROPERTY SIZE & SHAPE: Small scale residential, mostly rectangular

MASTER PLAN DESIGNATION: The *Design Lansing* Comprehensive Plan  
designates these areas for Medium-Low Density  
Residential

**AGENCY RESPONSES**

Building Safety/  
Code Compliance Demolition permits will be required for each structure.

Development: Development Office supports this proposal. We have  
letters of commitment from both the Allen Neighborhood  
Center and the Ingham County Land Bank Garden  
program for maintenance of the subject properties.

Lansing Fire Department - Emergency Management Division:

There are a number of benefits to moving forward with the FEMA grant:

- Most importantly, by acquiring these homes we are getting people out of harm's way, reducing the number of homes that we have to rescue people from, dispose of debris from, assess for damage, inspect or potentially demolish at our own cost after the next flood. The homes we are targeting are in the most dangerous parts of the floodplain.



- Acquisition is the best form of flood mitigation, but it's typically hard to get people to participate because they don't trust the government to act in good faith. We have momentum already with this project, we've gotten the trust of neighborhood residents and many are ready to sell.
- By acquiring contiguous parcels that are already located near vacant city owned land, we make the lots easier to maintain, and in the long-term, open up the possibility of removing streets, sidewalks, and other infrastructure.
- Planning [Development Office] has developed agreements with Floodplain Farms, Allen Neighborhood Center, and the Ingham County Land Bank to maintain the lots we acquire under the FEMA grant. In the long-term the lots could be used for gardening, farming, planted with low-maintenance ground cover, or allowed to return to a natural state.
- We anticipate entering into the National Flood Insurance Program (NFIP) Community Rating System program in 2016. The additional lots we acquire with FEMA funds will give us points in the program that will lower flood insurance rates for residents and businesses in the City. This is especially important since businesses are facing significant increases in their flood insurance rates this year.
- We have acquired approx. 30 homes to date. Those properties have all been permanently deeded as greenspace to prevent anyone from building in this high risk area in the future. Many of the lots are being used for gardening, others will be included in a project to reduce water pollution and stormwater runoff and improve biodiversity by restoring a natural riparian buffer on the Red Cedar River.
- If future mitigation funding is available, successfully implementing this grant will increase our chances of receiving funding, while giving the money back could hurt our chances.
- Our acquisition program is already in place, the groundwork has been laid with residents, and funding is immediately available. This is the best chance we will have for flood mitigation.

Parks and Recreation: No comments.

Public Service: Public Service has reviewed Act-1-2013 (an earlier project in the same areas) and has the following comments:

- We have no objections to acquiring the properties.
- The properties in question are currently served by sanitary and storm sewers.
- There are cross lot sewers between Hayford and Mifflin, in line with Harton Street. The properties of 700 S. Foster and the Hayford street property have cross lot sewers. Acquiring those properties would be beneficial to ensure the sewers are protected. (Cross lot sewers run across land and are not in the street.)

Transportation Engineer: No comments or requirements related to transportation issues.

### **APPLICANT'S PROPOSAL**

The project consists of Phases 4 and 5 of the City's ongoing floodplain mitigation project to acquire residential structures and vacant lots **on a voluntary basis** that are located in the Baker/Donora and the Urbandale areas within the floodplain.

In Phase 3, the FEMA grant funded the voluntary acquisition of 6 owner occupied or vacant properties and one vacant lot. Phases 4 and 5 will involve the acquisition of five single-family residences out of a pool of nine:

#### **Urbandale Area**

623 S. Magnolia  
605 S. Foster  
707 S. Magnolia  
708 S. Foster  
600 S. Hayford  
719 S. Magnolia

#### **Baker-Donora Area**

806 Fayette  
810 Fayette  
816 Beulah

Having a pool of approved properties means that if a problem with acquiring a given property (e.g., appraisal higher than budgeted cost) the project can continue to move forward with purchasing a different property. It also gives the program flexibility to expand if additional funds become available.

For those properties purchased, the existing structures will be razed and the lots will be maintained in vacant condition, but may be used for community gardens, urban farming, nature areas or recreation as permitted by FEMA.

Each parcel will be placed with an open space deed restriction that will help to ensure these properties in the floodplain are never developed.

People who wish to move out of the 100-year floodplain will be able to sell their property at *fair market value* and their exposure to losses due to flood will be prevented. Health and safety risks for residents who would otherwise be living in the floodplain will be avoided. The overall threat of monetary damage in the event of flooding will be reduced for properties in the City. Flood insurance premiums for other Lansing residents will be reduced after the properties are acquired and razed. Emergency management risks will be avoided for the properties that are razed.

### **BACKGROUND:**

Lansing has several waterways identified by the National Flood Insurance Program: the Grand River, Red Cedar River, Sycamore Creek, Pawlowski Creek (a.k.a. Mud Lake Drain) and the Reynolds Drain. The last 100-year flood occurred in 1904 and the most significant recent flood was in 1975. During that time, a 25-year flood on the Red Cedar and a 10-15 year flood on the Grand River inundated hundreds of homes.

In the City of Lansing, there are more than 2,000 properties in the floodplain, many of which are located in poor neighborhoods. Twenty-five percent of the floodplain population lives below the poverty level, with levels as high as 46% in some neighborhoods. Acquiring these properties and maintaining them as open space would reduce the impact of flooding.

According to Section 1288 of the Zoning Ordinance:

- **Floodplain** means the area of land adjoining the channel of a river, stream, watercourse, lake or other similar body of water, which area of land will be inundated by a base flood, as determined by studies of the U.S. Army Corps of Engineers and the Michigan Water Resources Commission, until such time as a Flood Insurance Rate Map issued by the Federal Insurance Administrator.
- **Floodway** means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation above a height designated by the State Department of Natural Resources.

Floodway properties are subject to the highest velocity of flood waters. According to the regulations, no residential structures can be built in a floodway. In order for structures to be built in the floodplain, approval of a permit from the Department of Environmental Quality is required before the city can approve construction. All other requirements must also be met as specified in Section 1288 of the City of Lansing Zoning Ordinance.

Flood History in the Baker Donora and Urbandale areas:

|            |                                                                                                                                                                                             |
|------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| March 1916 | Flood levels between 10-25 year in Urbandale. Concurrent flooding on the Grand is expected to have made levels even higher in Baker-Donora.                                                 |
| March 1918 | Flood levels at 827 ft. (10-year) in Baker-Donora. Levels in Urbandale about 825 ft.                                                                                                        |
| April 1947 | Flooding 10-25 year levels in Urbandale. Flood levels unknown in Baker-Donora, but flooding on the Grand at the same time is expected to have caused between 25-50 year levels.             |
| March 1948 | Flooding in Baker-Donora at about 833 ft. (10-year). Urbandale flooded to 831 ft. 40 homes evacuated in lower Urbandale.                                                                    |
| May 1948   | Flood levels about 825 ft. in Urbandale and 833 ft. in Baker-Donora, due to the impact of concurrent flooding on the Grand River.                                                           |
| April 1975 | 25-year flood in Urbandale (831 ft.) Flood height at Baker-Donora unknown, but gage readings in North Lansing and at Farm Lane indicate the flooding was closer to 50 year levels (833 ft.) |

## **ANALYSIS**

An Act 33 Review is conducted in accordance with Section 208 of the Administration Code when the City purchases or sells real property.

## **LOCATION**

Both the City of Lansing and the Ingham County Land Bank have acquired properties in the Baker-Donora and Urbandale area during the previous grants.

The **Baker-Donora** neighborhood is located on the south bank of the Red Cedar River, less than a mile upstream from its confluence with Grand River approximately a half mile downstream from its confluence with Sycamore Creek. The Ingham County Land Bank and the City, both, acquired several properties in this area during the previous grants.

**Urbandale** is located on the north side of the Red Cedar River, separated from the river by the embankments of US-127 and I-496. Flooding occurs through storm sewers, which drain directly to the river, and through the viaducts under US-127 at Kalamazoo Street and Michigan Avenue. The Ingham County Land Bank and the City, both, acquired several properties in this area during the previous grants.

**CHARACTER:**

The character of these areas is basically residential. Those properties acquired will be razed and maintained for green space.

**EXTENT**

This project will not only reduce the community's flood risk, but the wise use of green space and the removal of structures which have suffered from repeated flooding will directly benefit these neighborhoods.

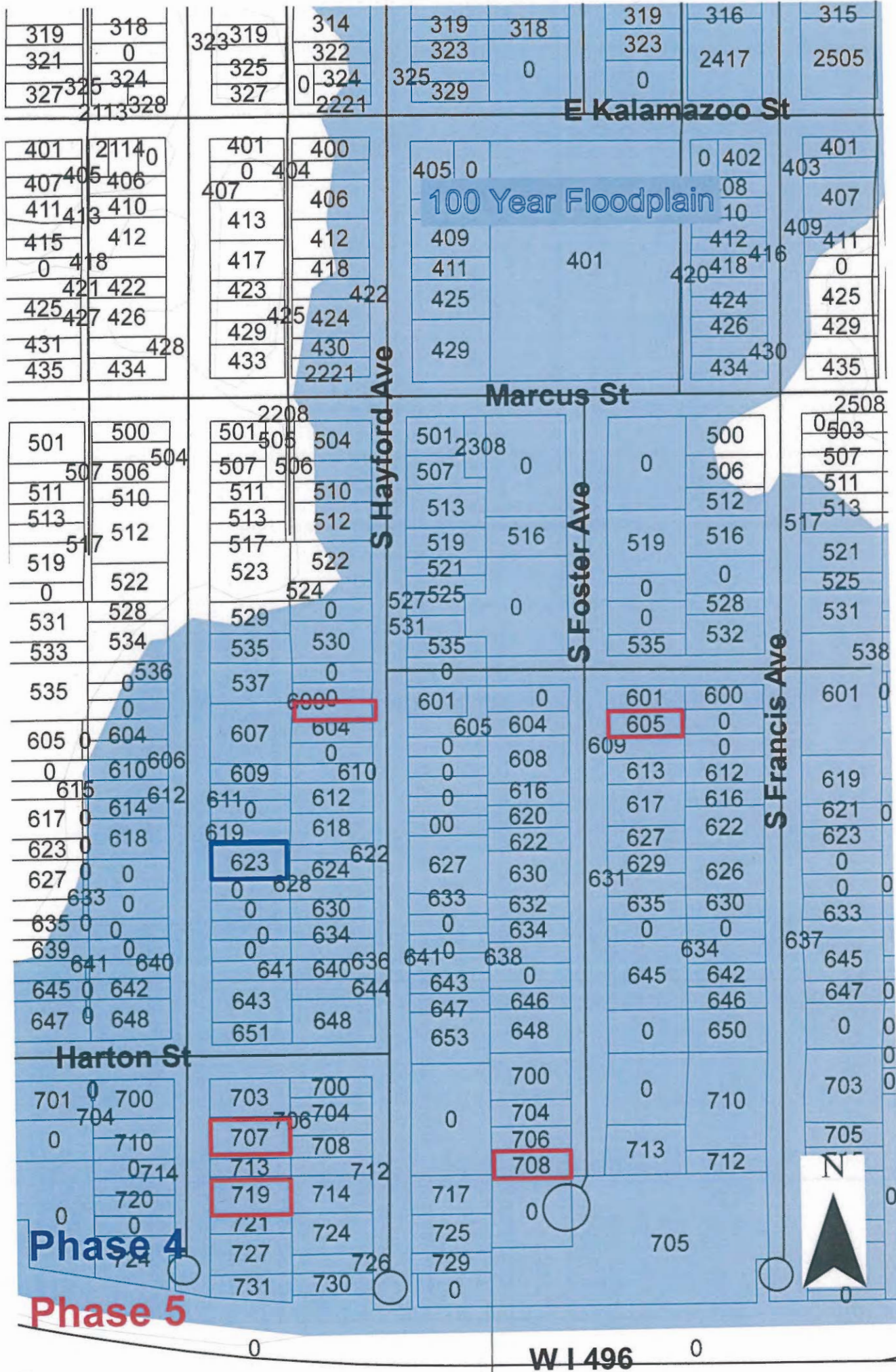
**OTHER**

An environmental assessment will be conducted for these properties to make sure that there are no issues that will adversely impact the environment. This project will be in compliance with federal environmental laws and executive orders. Removing structures from the floodplain and floodway and allowing the area to revert to its natural state will benefit the environment. Also, since these areas have a high concentration of low and moderate income persons, the project complies with one of the National objective of the Department of Housing and Urban Development use of Community Development Block Grant funds are to assist low and moderate income people find sustainable housing.

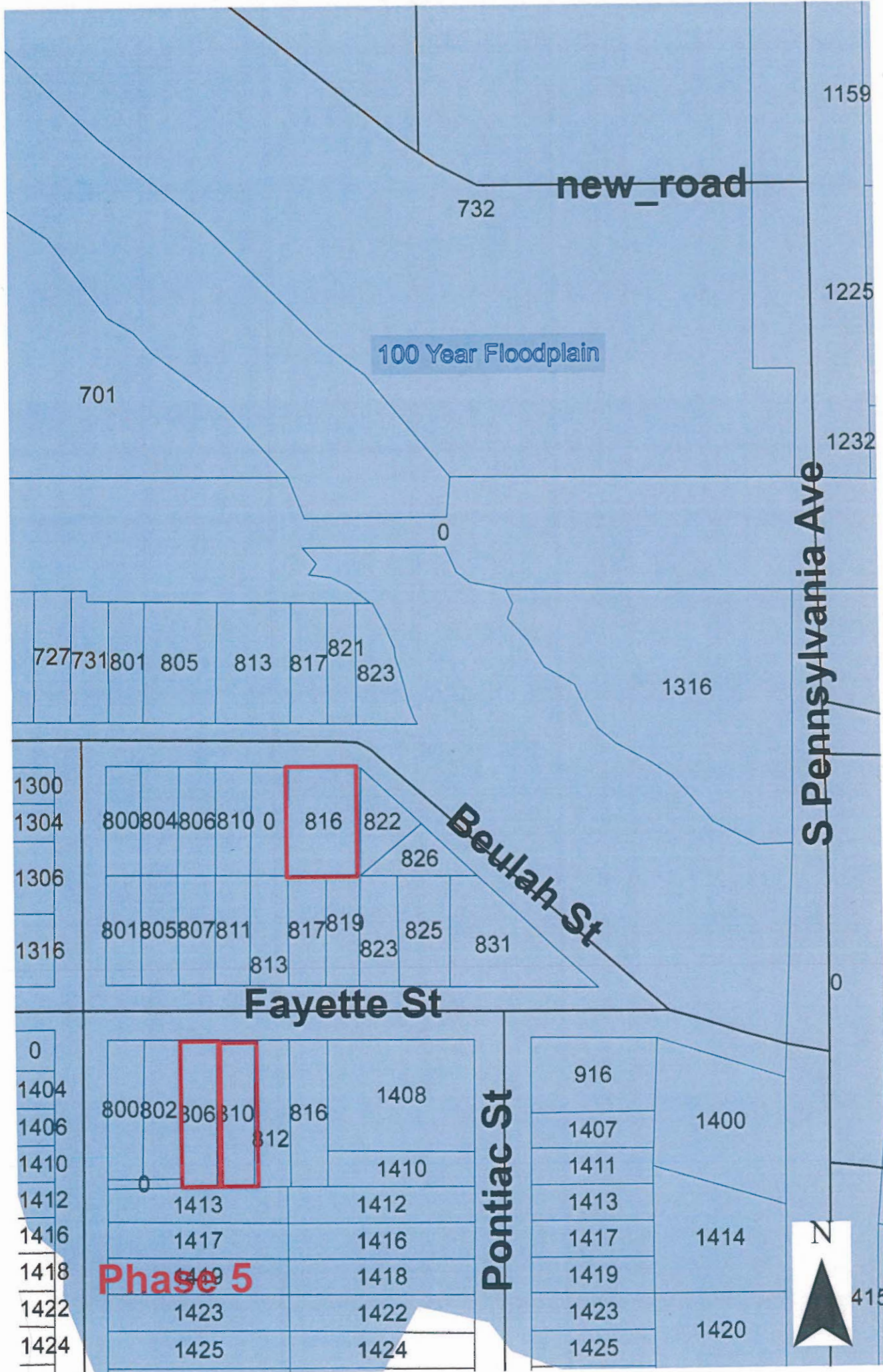
**STAFF RECOMMENDATION**

Staff recommends approval of Act-8-16, the request by the Development Office to continue its effort to acquire five properties in the 100-year flood plain in the **Baker-Donora** and **Urbandale** neighborhoods.









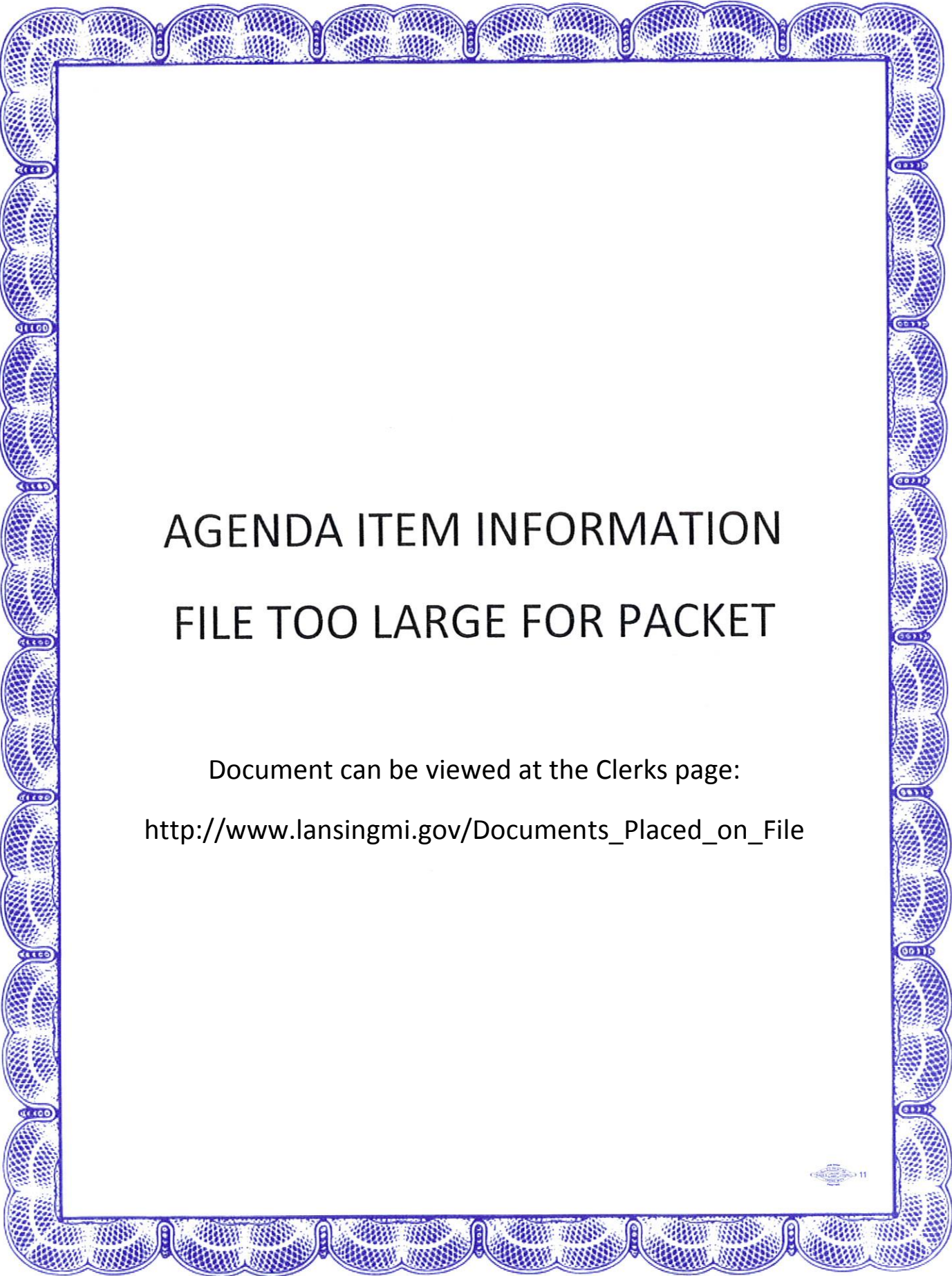


Intentionally Left Blank



Intentionally Left Blank





# AGENDA ITEM INFORMATION

## FILE TOO LARGE FOR PACKET

Document can be viewed at the Clerks page:

[http://www.lansingmi.gov/Documents\\_Placed\\_on\\_File](http://www.lansingmi.gov/Documents_Placed_on_File)

AS OF 07/01/2016

alt schedule

T580/T243 RETIREES  
RETIRED ON OR AFTER 02/20/2004



EMPLOYEE DEDUCTION PER  
PAY PERIOD

COVERAGE TYPE

MONTHLY COST

CITY PORTION PER PAY PERIOD

PHP BASE PLAN

|           |          |    |          |    |       |
|-----------|----------|----|----------|----|-------|
| SINGLE \$ | 460.04   | \$ | 460.04   | \$ | -     |
| DOUBLE \$ | 1,111.01 | \$ | 1,070.42 | \$ | 18.75 |
| FAMILY \$ | 1,361.91 | \$ | 1,361.91 | \$ | -     |

PHP OPTION 1

|           |          |    |          |    |       |
|-----------|----------|----|----------|----|-------|
| SINGLE \$ | 480.44   | \$ | 480.44   | \$ | -     |
| DOUBLE \$ | 1,162.52 | \$ | 1,070.42 | \$ | 18.75 |
| FAMILY \$ | 1,425.34 | \$ | 1,395.94 | \$ | 27.09 |

PHP OPTION 2

|           |          |    |          |    |        |
|-----------|----------|----|----------|----|--------|
| SINGLE \$ | 719.25   | \$ | 480.44   | \$ | 238.81 |
| DOUBLE \$ | 1,589.79 | \$ | 1,070.42 | \$ | 519.37 |
| FAMILY \$ | 1,949.49 | \$ | 1,395.94 | \$ | 553.55 |

option 1  
Cap  
18.75 + 427.27 = 446.02  
27.09 + 524.15 = 551.24

BC/BS BASE PLAN

|           |          |    |          |    |       |
|-----------|----------|----|----------|----|-------|
| SINGLE \$ | 490.34   | \$ | 490.34   | \$ | -     |
| DOUBLE \$ | 1,176.79 | \$ | 1,070.42 | \$ | 18.75 |
| FAMILY \$ | 1,470.99 | \$ | 1,395.94 | \$ | 27.09 |

BC/BS OPTION 1

|           |          |    |          |    |       |
|-----------|----------|----|----------|----|-------|
| SINGLE \$ | 535.41   | \$ | 511.84   | \$ | 10.42 |
| DOUBLE \$ | 1,284.99 | \$ | 1,070.42 | \$ | 18.75 |
| FAMILY \$ | 1,606.23 | \$ | 1,395.94 | \$ | 27.09 |

(1578 over hard cap)

BC/BS OPTION 2

|           |          |    |          |    |        |
|-----------|----------|----|----------|----|--------|
| SINGLE \$ | 731.90   | \$ | 511.84   | \$ | 220.06 |
| DOUBLE \$ | 1,756.53 | \$ | 1,070.42 | \$ | 686.11 |
| FAMILY \$ | 2,195.67 | \$ | 1,395.94 | \$ | 799.73 |

option 1  
Cap  
10.42 + 196.49 = 206.91  
18.75 + 471.54 = 490.29  
27.09 + 589.44 = 616.53

PAYS SAME AS ACTIVE FOR BASE AND OPT 1 - NOT TO EXCEED 1% OF PENSION AND 125/225/325

Submitted @mtg