

Before Starting the Project Application

To ensure that the Project Application is completed accurately, ALL project applicants should review the following information BEFORE beginning the application.

Things to Remember:

- Additional training resources can be found on the HUD.gov at https://www.hud.gov/program_offices/comm_planning/coc.
- Questions regarding the FY 2021 CoC Program Competition process must be submitted to CoCNOFO@hud.gov.
- Questions related to e-snaps functionality (e.g., password lockout, access to user's application account, updating Applicant Profile) must be submitted to e-snaps@hud.gov.
- Project applicants are required to have a Data Universal Numbering System (DUNS) number and an active registration in the Central Contractor Registration (CCR)/System for Award Management (SAM) in order to apply for funding under the Fiscal Year (FY) 2021 Continuum of Care (CoC) Program Competition. For more information see FY 2021 CoC Program Competition NOFO.
- To ensure that applications are considered for funding, applicants should read all sections of the FY 2021 CoC Program NOFO.
- Detailed instructions can be found on the left menu within e-snaps. They contain more comprehensive instructions and so should be used in tandem with navigational guides, which are also found on the HUD Exchange.
- Before starting the project application, all project applicants must complete or update (as applicable) the Project Applicant Profile in e-snaps, particularly the Authorized Representative and Alternate Representative forms as HUD uses this information to contact you if additional information is required (e.g., allowable technical deficiency).
- Carefully review each question in the Project Application. Questions from previous competitions may have been changed or removed, or new questions may have been added, and information previously submitted may or may not be relevant. Data from the FY 2019 Project Application will be imported into the FY 2021 Project Application; however, applicants will be required to review all fields for accuracy and to update information that may have been adjusted through the post award process or a grant agreement amendment. Data entered in the post award and amendment forms in e-snaps will not be imported into the project application.
- Rental assistance projects can only request the number of units and unit size as approved in the final HUD-approved Grant Inventory Worksheet (GIW).
- Transitional housing, permanent supportive housing with leasing, rapid re-housing, supportive services only, renewing safe havens, and HMIS can only request the Annual Renewal Amount (ARA) that appears on the CoC's HUD-approved GIW. If the ARA is reduced through the CoC's reallocation process, the final project funding request must reflect the reduced amount listed on the CoC's reallocation forms.
- HUD reserves the right to reduce or reject any renewal project that fails to adhere to 24 CFR part 578 and the application requirements set forth in the FY 2021 CoC Program Competition NOFA.

1A. SF-424 Application Type

1. Type of Submission: Application

2. Type of Application: Renewal Project Application

If "Revision", select appropriate letter(s):

If "Other", specify:

3. Date Received: 10/29/2021

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier: VA0068

This is the first 6 digits of the Grant Number, known as the PIN, that will also be indicated on Screen 3A Project Detail. This number must match the first 6 digits of the grant number on the HUD approved Grant Inventory Worksheet (GIW).

Check to confirm that the Federal Award Identifier has been updated to reflect the most recently awarded grant number

6. Date Received by State:

7. State Application Identifier:

1B. SF-424 Legal Applicant

8. Applicant

a. Legal Name: Lynchburg Redevelopment & Housing Authority

b. Employer/Taxpayer Identification Number (EIN/TIN): 54-6024438

	c. Organizational DUNS:	095929568	PLUS 4	
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d. Address

Street 1: 918 Commerce Street

Street 2:

City: Lynchburg

County:

State: Virginia

Country: United States

Zip / Postal Code: 24504

e. Organizational Unit (optional)

Department Name:

Division Name:

f. Name and contact information of person to be contacted on matters involving this application

Prefix: Ms.

First Name: April

Middle Name:

Last Name: Shepherd

Suffix:

Title: Administration Manager

Organizational Affiliation: Lynchburg Redevelopment & Housing Authority

Telephone Number: (434) 485-7200

Extension:
Fax Number: (434) 845-9144
Email: ashepherd@lynchburghousing.org

1C. SF-424 Application Details

9. Type of Applicant: La. Public Housing Authority

10. Name of Federal Agency: Department of Housing and Urban Development

11. Catalog of Federal Domestic Assistance Title: CoC Program

CFDA Number: 14.267

12. Funding Opportunity Number: FR-6500-N25

Title: Continuum of Care Homeless Assistance Competition

13. Competition Identification Number:

Title:

1D. SF-424 Congressional District(s)

14. Area(s) affected by the project (State(s) only): Virginia
(for multiple selections hold CTRL key)

15. Descriptive Title of Applicant's Project: Housing First Lynchburg

16. Congressional District(s):

a. Applicant: VA-006
(for multiple selections hold CTRL key)

b. Project: VA-006
(for multiple selections hold CTRL key)

17. Proposed Project

a. Start Date: 03/01/2022

b. End Date: 02/28/2023

18. Estimated Funding (\$)

a. Federal:

b. Applicant:

c. State:

d. Local:

e. Other:

f. Program Income:

g. Total:

1E. SF-424 Compliance

19. Is the Application Subject to Review By State Executive Order 12372 Process? b. Program is subject to E.O. 12372 but has not been selected by the State for review.

If "YES", enter the date this application was made available to the State for review:

20. Is the Applicant delinquent on any Federal debt? No

If "YES," provide an explanation:

1F. SF-424 Declaration

By signing and submitting this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete, and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)

I AGREE:

21. Authorized Representative

Prefix: Ms.

First Name: Mary

Middle Name: E.

Last Name: Mayrose

Suffix:

Title: Executive Director

Telephone Number: (434) 485-7220
(Format: 123-456-7890)

Fax Number: (434) 845-9144
(Format: 123-456-7890)

Email: mmayrose@lynchburghousing.org

Signature of Authorized Representative: Considered signed upon submission in e-snaps.

Date Signed: 10/29/2021

1G. HUD 2880

Applicant/Recipient Disclosure/Update Report - form HUD-2880
U.S. Department of Housing and Urban Development
OMB Approval No. 2506-0214 (exp.02/28/2022)

Applicant/Recipient Information

1. Applicant/Recipient Name, Address, and Phone

Agency Legal Name: Lynchburg Redevelopment & Housing Authority

Prefix: Ms.

First Name: Mary

Middle Name: E.

Last Name: Mayrose

Suffix:

Title: Executive Director

Organizational Affiliation: Lynchburg Redevelopment & Housing Authority

Telephone Number: (434) 485-7220

Extension:

Email: mmayrose@lynchburghousing.org

City: Lynchburg

County:

State: Virginia

Country: United States

Zip/Postal Code: 24504

2. Employer ID Number (EIN): 54-6024438

3. HUD Program: Continuum of Care Program

4. Amount of HUD Assistance Requested/Received

4a. Total Amount Requested for this project: \$228,384

5. State the name and location (street address, city and state) of the project or activity: Housing First Lynchburg 918 Commerce Street
 Lynchburg Virginia

Refer to project name, addresses and CoC Project Identifying Number (PIN) entered into the attached project application.

Part I Threshold Determinations

1. Are you applying for assistance for a specific project or activity? Yes
 (For further information, see 24 CFR Sec. 4.3).

2. Have you received or do you expect to receive assistance within the jurisdiction of the Department (HUD), involving the project or activity in this application, in excess of \$200,000 during this fiscal year (Oct. 1 - Sep. 30)? For further information, see 24 CFR Sec. 4.9. Yes

Part II Other Government Assistance Provided or Requested/Expected Sources and Use of Funds

Such assistance includes, but is not limited to, any grant, loan, subsidy, guarantee, insurance, payment, credit, or tax benefit.

Department/Local Agency Name and Address	Type of Assistance	Amount Requested / Provided	Expected Uses of the Funds
City of Lynchburg Grants Management	Cash	\$10,000.00	Administration/Match
City of Lynchburg Grants Management	Grant	47096.0	Affordable Housing Resource Center

Part III Interested Parties

You must disclose:
 1. All developers, contractors, or consultants involved in the application for the assistance or in the planning, development, or implementation of the project or activity and

2. any other person who has a financial interest in the project or activity for which the assistance is sought that exceeds \$50,000 or 10 percent of the assistance (whichever is lower).

Alphabetical list of all persons with a reportable financial interest in the project or activity (For individuals, give the last name first)	Social Security No. or Employee ID No.	Type of Participation	Financial Interest in Project/Activity (\$)	Financial Interest in Project/Activity (%)
NA		NA	\$0.00	0%

Certification

Warning: If you knowingly make a false statement on this form, you may be subject to civil or criminal penalties under Section 1001 of Title 18 of the United States Code. In addition, any person who knowingly and materially violates any required disclosures of information, including intentional nondisclosure, is subject to civil money penalty not to exceed \$10,000 for each violation.

I certify that the information provided on this form and in any accompanying documentation is true and accurate. I acknowledge that making, presenting, submitting, or causing to be submitted a false, fictitious, or fraudulent statement, representation, or certification may result in criminal, civil, and/or administrative sanctions, including fines, penalties, and imprisonment.

I AGREE:

Name / Title of Authorized Official: Mary Mayrose, Executive Director

Signature of Authorized Official: Considered signed upon submission in e-snaps.

Date Signed: 10/11/2021

1H. HUD 50070

HUD 50070 Certification for a Drug Free Workplace

Applicant Name: Lynchburg Redevelopment & Housing Authority

Program/Activity Receiving Federal Grant Funding: CoC Program

Acting on behalf of the above named Applicant as its Authorized Official, I make the following certifications and agreements to the Department of Housing and Urban Development (HUD) regarding the sites listed below:

I certify that the above named Applicant will or will continue to provide a drug-free workplace by:	
a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition.	e. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph d.(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federalagency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
b. Establishing an on-going drug-free awareness program to inform employees --- (1) The dangers of drug abuse in the workplace (2) The Applicant's policy of maintaining a drug-free workplace; (3) Any available drug counseling, rehabilitation, and employee assistance programs; and (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.	f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph d.(2), with respect to any employee who is so convicted --- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph a.;	g. Making a good faith effort to continue to maintain a drugfree workplace through implementation of paragraphs a. thru f.
d. Notifying the employee in the statement required by paragraph a. that, as a condition of employment under the grant, the employee will --- (1) Abide by the terms of the statement; and (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;	

Sites for Work Performance.

The Applicant shall list (on separate pages) the site(s) for the performance of work done in connection with the HUD funding of the program/activity shown above: Place of Performance shall include the street address, city, county, State, and zip code. Identify each sheet with the Applicant name and address and the program/activity receiving grant funding.)

Workplaces, including addresses, entered in the attached project application.
 Refer to addresses entered into the attached project application.

I certify that the information provided on this form and in any accompanying documentation is true and accurate. I

X

acknowledge that making, presenting, submitting, or causing to be submitted a false, fictitious, or fraudulent statement, representation, or certification may result in criminal, civil, and/or administrative sanctions, including fines, penalties, and imprisonment.



WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§ 287, 1001, 1010, 1012; 31 U.S.C. §3729, 3802)

Authorized Representative

Prefix: Ms.

First Name: Mary

Middle Name: E.

Last Name: Mayrose

Suffix:

Title: Executive Director

Telephone Number: (434) 485-7220
(Format: 123-456-7890)

Fax Number: (434) 845-9144
(Format: 123-456-7890)

Email: mmayrose@lynchburghousing.org

Signature of Authorized Representative: Considered signed upon submission in e-snaps.

Date Signed: 10/29/2021

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file

the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate:

X

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Applicant's Organization: Lynchburg Redevelopment & Housing Authority

Name / Title of Authorized Official: Mary Mayrose, Executive Director

Signature of Authorized Official: Considered signed upon submission in e-snaps.

Date Signed: 10/29/2021

1J. SF-LLL

DISCLOSURE OF LOBBYING ACTIVITIES
Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352.
Approved by OMB0348-0046

HUD requires a new SF-LLL submitted with each annual CoC competition and completing this screen fulfills this requirement.

Answer "Yes" if your organization is engaged in lobbying associated with the CoC Program and answer the questions as they appear next on this screen. The requirement related to lobbying as explained in the SF-LLL instructions states: "The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action."

Answer "No" if your organization is NOT engaged in lobbying.

Does the recipient or subrecipient of this CoC grant participate in federal lobbying activities (lobbying a federal administration or congress) in connection with the CoC Program? No

Legal Name: Lynchburg Redevelopment & Housing Authority
Street 1: 918 Commerce Street
Street 2:
City: Lynchburg
County: Lynchburg
State: Virginia
Country: United States
Zip / Postal Code: 24504

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

I certify that this information is true and complete.

Authorized Representative

Prefix: Ms.

First Name: Mary

Middle Name: E.

Last Name: Mayrose

Suffix:

Title: Executive Director

Telephone Number: (434) 485-7220
(Format: 123-456-7890)

Fax Number: (434) 845-9144
(Format: 123-456-7890)

Email: mmayrose@lynchburghousing.org

Signature of Authorized Official: Considered signed upon submission in e-snaps.

Date Signed: 10/29/2021

IK. SF-424B

(SF-424B) ASSURANCES - NON-CONSTRUCTION PROGRAMS

OMB Number: 4040-0007
Expiration Date: 02/28/2022

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

- | | |
|----|---|
| 1. | Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application. |
| 2. | Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives. |
| 3. | Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain. |
| 4. | Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency. |
| 5. | Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F). |
| 6. | Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism, (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application. |
| 7. | Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases. |

- 8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- 9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
- 10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- 11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
- 12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- 13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
- 14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
- 15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
- 16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
- 17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
- 18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
- 19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

As the duly authorized representative of the applicant, I certify:

Authorized Representative for: Lynchburg Redevelopment & Housing Authority
Prefix: Ms.

First Name: Mary

Middle Name: E.

Last Name: Mayrose

Suffix:

Title: Executive Director

Signature of Authorized Certifying Official: Considered signed upon submission in e-snaps.

Date Signed: 10/29/2021

Information About Submission without Changes

Follow the instructions below making note of the exceptions and limitations to the “Submit Without Changes” process.

In general, HUD expects a project’s proposed project application information will remain the same from year-to-year unless changes are directed by HUD or approved through the grant agreement amendment process. However, HUD expects applicants to carefully review their information to determine if submitting without changes accurately reflects the expiring grant requesting renewal.

Due to e-snaps limitations, only previously submitted renewal applications can import data into the FY 2021 renewal project application. The data from previously submitted new and renewal project applications can be imported into a FY 2021 renewal project application. The “Submit without Changes” process is not applicable for:

- first time renewing project applications
- a project application that did not import last FY 2019 information
- a project that had Issues or Conditions that were addressed in FY 2019 Post-Award and updates need to be reflected in the FY 2021 project application
- a project that had amendments approved in FY 2019 or FY 2020 that need to be reflected in the FY 2021 project application

e-snaps will automatically be set to “Make Changes” and all questions on each screen must be updated.

Renewal projects that brought forward data from FY 2019 and have either a Leasing budget, Operating budget or use HUD PAID RENTS (Actual Rents) instead of FMR MAY NOT use the “Submit Without Changes” process and e-snaps will automatically be set to “Make Changes”. All Leasing and Operating budgets, along with Rental Assistance budgets that use HUD PAID RENT will need to be updated in the application. Refer to the GIW posted on the HUD Exchange for accurate budget information on leasing and operating budgets and refer to the HUD PAID RENT document sent by your field office from HUD HQ to accurately set your rental assistance budgets that use HUD PAID rents. This will only impact the FY 2021 competition.

The e-snaps screens that remain “open” for required annual updates and do not affect applicants’ ability to select “Submit without Changes” are:

- Recipient Performance Screen
- Consolidation and Expansion
- Screen 3A. Project Detail
- Screen 6D. Sources of Match
- All of Part 7: Attachments and Certification; and
- All of Part 8: Submission Summary.

All other screens in Part 2 through Part 6 begin in “Read-Only” format and should be reviewed for accuracy; including any updates that were made to the 2019 or 2020 project during the CoC Post Award Issues and Conditions process or as amended. If all the imported data is accurate and no edits or updates are needed to any screens other than the mandatory screens and questions noted above, project applicants should select “Submit Without Changes” in Part 8. If project applicants imported data and do need to make updates to the information on one or more screens, they must navigate to Part 8: “Submission Without Changes” Screen, select “Make Changes”, and check the box next to each relevant screen title to unlock screens for editing. After project applicants select the screens they intend to edit via checkboxes, click “Save” and those screens will be available for edit. Once a project applicant selects a checkbox and clicks “Save”, the project applicant cannot uncheck the box.

Please refer to the Detailed Instructions found on the left side menu of e-snaps or hud.gov to find more in depth information about applying under the FY 2021 CoC Competition.

Submission Without Changes

1. Are the requested renewal funds reduced from the previous award due to reallocation? No

2. Do you wish to submit this application without making changes? Please refer to the guidelines below to inform you of the requirements. Make changes

3. Specify which screens require changes by clicking the checkbox next to the name and then clicking the Save button.

Part 2 - Subrecipient Information	
2A. Subrecipients	<input checked="" type="checkbox"/>
Part 3 - Project Information	
3A. Project Detail	<input checked="" type="checkbox"/>
3B. Description	<input checked="" type="checkbox"/>
3C. Dedicated Plus	<input checked="" type="checkbox"/>
Part 4 - Housing Services and HMIS	
4A. Services	<input checked="" type="checkbox"/>
4B. Housing Type	<input checked="" type="checkbox"/>
Part 5 - Participants and Outreach Information	
5A. Households	<input checked="" type="checkbox"/>
5B. Subpopulations	<input checked="" type="checkbox"/>
Part 6 - Budget Information	
6A. Funding Request	<input checked="" type="checkbox"/>
6C. Rental Assistance	<input checked="" type="checkbox"/>
6D. Match	<input checked="" type="checkbox"/>
6E. Summary Budget	<input checked="" type="checkbox"/>

Part 7 - Attachment(s) & Certification	
7A. Attachment(s)	<input checked="" type="checkbox"/>
7B. Certification	<input checked="" type="checkbox"/>

You have selected "Make Changes" to question #2 above. Provide a brief description of the changes that will be made to the project information screens (bullets are appropriate):

Updated information to be submitted

You have selected "Make Changes." Once this screen is saved, you will be prohibited from "unchecking" any box that has been checked regardless of whether a change to data on the corresponding screen will be made.

Recipient Performance

1. Did you submit your previous year's Annual Performance Report (APR) on time? Yes

2. Do you have any unresolved HUD Monitoring or OIG Audit finding(s) concerning any previous grant term related to this renewal project request? No

3. Do you draw funds quarterly for your current renewal project? Yes

4. Have any funds remained available for recapture by HUD for the most recently expired grant term related to this renewal project request? No

Renewal Grant Consolidation or Renewal Grant Expansion

The FY2021 CoC Competition will continue offering opportunities to expand or consolidate CoC projects. A few changes have occurred that differentiate the process from FY 2019.



1. Expansions and Consolidations will submit individual applications.
 - a. Expansions will ONLY submit a Stand-Alone Renewal application and a Stand-Alone New application.
 - b. Consolidations will ONLY submit individual renewal project applications, identifying the renewal application that will survive, and the renewal applications that will terminate. Up to 10 grants may be included in a consolidation.

2. HUD HQ will combine the data (e.g., units, budgets) for Expansion or Consolidation requests from the individual project applications selected for conditional award and provide a data report with further instructions for the field office and conditional recipient.

1. Is this renewal project application No requesting to consolidate or expand?

If "No" click on "Next" or "Save & Next" below to move to the next screen.

2A. Project Subrecipients

This form lists the subrecipient organization(s) for the project. To add a subrecipient, select the  icon. To view or update subrecipient information already listed, select the view  option.

Total Expected Sub-Awards:

Organization	Type	Sub-Award Amount
This list contains no items		

3A. Project Detail

1. Expiring Grant Project Identification Number (PIN): VA0068

(e.g., the "Federal Award Identifier" indicated on form 1A. Application Type)

2. CoC Number and Name: VA-508 - Lynchburg CoC

3. CoC Collaborative Applicant Name: Miriam's House, Inc.

4. Project Name: Housing First Lynchburg

5. Project Status: Standard

6. Component Type: PH

6a. Select the type of PH project. PSH

7. Is your organization, or subrecipient, a victim service provider defined in 24 CFR 578.3? No

8. Does this project include Replacement Reserves as a CoC Operating Cost? No
(Attachment Requirement)

3B. Project Description

1. Provide a description that addresses the entire scope of the proposed project.

Lynchburg Redevelopment and Housing Authority (LRHA) is requesting funds to continue serving participants currently being assisted by Housing First Lynchburg (HFL), and for prospective participants that face the highest barriers to permanent housing in the Central Virginia Continuum of Care (CVCoC) jurisdiction. HFL uses the Housing First model which focuses on housing prospective participants rapidly, and then assisting them to gain access to any resources necessary to establish self-sufficiency and maintain stable housing. Participants may utilize supportive services available through HFL to obtain assistance with any needs created by their disabilities and other circumstances that led them to homelessness. HFL’s target population meets the HUD definition of homeless and has a disability of long duration. Prospective participants enter the Homeless Response system of the CVCoC through the Centralized Homeless Intake and Access (CHIA) for immediate shelter placement. Within 5 days of placement, the shelter staff work with the family to determine if a housing plan will result in permanent housing within 30 days. If not, a Housing Barrier Assessment (HBA) and VI-SPDAT (Vulnerability Index – Service Prioritization Decision Tool) are completed by the CHIA Coordinator. Based on the score on the HBA, the household is referred to Homeless Service programs, based on the eligibility criteria of each program. The prospective participants are presented at Community Case Review (CCR) for prioritization. CCR is a planning team staffed by anchor agencies within the CVCoC. Based on the Vulnerability Index and discussion of barriers, CCR members prioritize eligible clients with the highest needs. HFL will notify the HFL Case Manager (CM) when funding is available to house new participants. The HFL Case Manager (CM) works swiftly with the prioritized participant(s) to locate housing and navigate the process, up to and including lease signing. HFL CM provides comprehensive case management and supportive services including: Crisis Management; Financial Support; Skill Building; Transportation; and Advocating for participants. The HFL CM performs an evaluation of services already in place, as well as additional needs. When additional services would be beneficial, the HFL CM matches the client with an appropriate service provider(s). As a result of participation in HFL, participants will obtain permanent housing within 30 days of funding availability. Participants will have an improved support system and guidance toward learning the skills necessary to maintain stable housing. These include increasing income through educational and occupational services; establishing a relationship with medical health services to improve their overall health; and connecting to other area services to promote housing stability.

2. Check the appropriate box(s) if this project will have a specific subpopulation focus. (Select all that apply)

N/A - Project Serves All Subpopulations	<input type="checkbox"/>	Domestic Violence	<input type="checkbox"/>
Veterans	<input type="checkbox"/>	Substance Abuse	<input type="checkbox"/>

Youth (under 25)	<input type="checkbox"/>	Mental Illness	<input type="checkbox"/>
Families with Children	<input type="checkbox"/>	HIV/AIDS	<input type="checkbox"/>
		Chronic Homeless	<input type="checkbox"/>
		Other(Click 'Save' to update)	<input type="checkbox"/>

3. Housing First

3a. Does the project quickly move participants into permanent housing Yes

3b. Does the project enroll program participants who have the following barriers? Select all that apply.

Having too little or little income	<input checked="" type="checkbox"/>
Active or history of substance use	<input checked="" type="checkbox"/>
Having a criminal record with exceptions for state-mandated restrictions	<input checked="" type="checkbox"/>
History of victimization (e.g. domestic violence, sexual assault, childhood abuse)	<input checked="" type="checkbox"/>
None of the above	<input type="checkbox"/>

3c. Will the project prevent program participant termination for the following reasons? Select all that apply.

Failure to participate in supportive services	<input checked="" type="checkbox"/>
Failure to make progress on a service plan	<input checked="" type="checkbox"/>
Loss of income or failure to improve income	<input checked="" type="checkbox"/>
Any other activity not covered in a lease agreement typically found for unassisted persons in the project's geographic area	<input checked="" type="checkbox"/>
None of the above	<input type="checkbox"/>

3d. Does the project follow a "Housing First" approach? Yes

3C. Dedicated Plus

Dedicated and DedicatedPLUS

A “100% Dedicated” project is a permanent supportive housing project that commits 100% of its beds to chronically homeless individuals and families, according to NOFA Section III.3.b.

A “DedicatedPLUS” project is a permanent supportive housing project where 100% of the beds are dedicated to serve individuals with disabilities and families in which one adult or child has a disability, including unaccompanied homeless youth, that at a minimum, meet ONE of the following criteria according to NOFA Section III.3.d:

- (1) experiencing chronic homelessness as defined in 24 CFR 578.3;
- (2) residing in a transitional housing project that will be eliminated and meets the definition of chronically homeless in effect at the time in which the individual or family entered the transitional housing project;
- (3) residing in a place not meant for human habitation, emergency shelter, or safe haven; but the individuals or families experiencing chronic homelessness as defined at 24 CFR 578.3 had been admitted and enrolled in a permanent housing project within the last year and were unable to maintain a housing placement;
- (4) residing in transitional housing funded by a joint TH and PH-RRH component project and who were experiencing chronic homelessness as defined at 24 CFR 578.3 prior to entering the project;
- (5) residing and has resided in a place not meant for human habitation, a safe haven, or emergency shelter for at least 12 months in the last three years, but has not done so on four separate occasions; or
- (6) receiving assistance through a Department of Veterans Affairs(VA)-funded homeless assistance program and met one of the above criteria at initial intake to the VA's homeless assistance system.

A renewal project where 100 percent of the beds are dedicated in their current grant as described in NOFA Section III.A.3.b. must either become DedicatedPLUS or remain 100% Dedicated. If a renewal project currently has 100 percent of its beds dedicated to chronically homeless individuals and families and elects to become a DedicatedPLUS project, the project will be required to adhere to all fair housing requirements at 24 CFR 578.93. Any beds that the applicant identifies in this application as being dedicated to chronically homeless individuals and families in a DedicatedPLUS project must continue to operate in accordance with Section III.A.3.b. Beds are identified on Screen 4B.

**1. Is this project “100% Dedicated,” DedicatedPLUS
“DedicatedPLUS,” or “N/A”?**

(Only select "N/A" if this project was originally awarded as a grant that did not have requirements to only serve persons experiencing chronic homelessness and meets the definition of “non-dedicated permanent supportive housing beds” in the NOFO Section III.C.2.p).

4A. Supportive Services for Program Participants

**1. For all supportive services available to program participants, indicate who will provide them and how often they will be provided.
 Click 'Save' to update.**

Supportive Services	Provider	Frequency
Assessment of Service Needs	Applicant	Monthly
Assistance with Moving Costs	Non-Partner	As needed
Case Management	Applicant	Monthly
Child Care	Non-Partner	As needed
Education Services	Non-Partner	As needed
Employment Assistance and Job Training	Non-Partner	As needed
Food	Non-Partner	As needed
Housing Search and Counseling Services	Applicant	As needed
Legal Services	Non-Partner	As needed
Life Skills Training	Non-Partner	As needed
Mental Health Services	Non-Partner	As needed
Outpatient Health Services	Non-Partner	As needed
Outreach Services	Non-Partner	As needed
Substance Abuse Treatment Services	Non-Partner	As needed
Transportation	Applicant	As needed
Utility Deposits	Applicant	As needed

Identify whether the project includes the following activities:

2. Transportation assistance to program participants to attend mainstream benefit appointments, employee training, or jobs? Yes

3. Annual follow-up with program participants to ensure mainstream benefits are received and renewed? Yes

4. Do program participants have access to SSI/SSDI technical assistance provided by this project, subrecipient, or partner agency? Yes

4a. Has the staff person providing the technical assistance completed SOAR training in the past 24 months? Yes

4B. Housing Type and Location

The following list summarizes each housing site in the project. To add a housing site to the list, select the  icon. To view or update a housing site already listed, select the  icon.

Total Units: 31

Total Beds: 48

Total Dedicated CH Beds: 48

Housing Type	Housing Type (JOINT)	Units	Beds
Clustered apartments	---	11	13
Scattered-site apartments (...)	---	12	19
Single family homes/townhou...	---	8	16

4B. Housing Type and Location Detail

1. Housing Type: Clustered apartments

2. Indicate the maximum number of units and beds available for program participants at the selected housing site.

a. Units: 11

b. Beds: 13

3. How many beds of the total beds in "2b. Beds" are dedicated to the chronically homeless? 13

This includes both the "dedicated" and "prioritized" beds from previous competitions.

4. Address:

Project applicants must enter an address for all proposed and existing properties. If the location is not yet known, enter the expected location of the housing units. For Scattered-site and Single-family home housing, or for projects that have units at multiple locations, project applicants should enter the address where the majority of beds will be located or where the majority of beds are located as of the application submission. Where the project uses tenant-based rental assistance in the RRH portion, or if the address for scattered-site or single-family homes housing cannot be identified at the time of application, enter the address for the project's administration office. Projects serving victims of domestic violence, including human trafficking, must use a PO Box or other anonymous address to ensure the safety of participants.

Street 1: 918 Commerce Street

Street 2:

City: Lynchburg

State: Virginia

ZIP Code: 24504

**5. Select the geographic area(s) associated with the address:
(for multiple selections hold CTRL Key)**

510960 Lynchburg

4B. Housing Type and Location Detail

1. Housing Type: Scattered-site apartments (including efficiencies)

2. Indicate the maximum number of units and beds available for program participants at the selected housing site.

- a. Units:** 12
- b. Beds:** 19

3. How many beds of the total beds in "2b. Beds" are dedicated to the chronically homeless? 19

This includes both the "dedicated" and "prioritized" beds from previous competitions.

4. Address:

Project applicants must enter an address for all proposed and existing properties. If the location is not yet known, enter the expected location of the housing units. For Scattered-site and Single-family home housing, or for projects that have units at multiple locations, project applicants should enter the address where the majority of beds will be located or where the majority of beds are located as of the application submission. Where the project uses tenant-based rental assistance in the RRH portion, or if the address for scattered-site or single-family homes housing cannot be identified at the time of application, enter the address for the project's administration office. Projects serving victims of domestic violence, including human trafficking, must use a PO Box or other anonymous address to ensure the safety of participants.

Street 1: 918 Commerce Street

Street 2:

City: Lynchburg

State: Virginia

ZIP Code: 24504

**5. Select the geographic area(s) associated with the address:
(for multiple selections hold CTRL Key)**

510960 Lynchburg

4B. Housing Type and Location Detail

1. Housing Type: Single family homes/townhouses/duplexes

2. Indicate the maximum number of units and beds available for program participants at the selected housing site.

- a. Units:** 8
- b. Beds:** 16

3. How many beds of the total beds in "2b. Beds" are dedicated to the chronically homeless?

This includes both the "dedicated" and "prioritized" beds from previous competitions.

4. Address:

Project applicants must enter an address for all proposed and existing properties. If the location is not yet known, enter the expected location of the housing units. For Scattered-site and Single-family home housing, or for projects that have units at multiple locations, project applicants should enter the address where the majority of beds will be located or where the majority of beds are located as of the application submission. Where the project uses tenant-based rental assistance in the RRH portion, or if the address for scattered-site or single-family homes housing cannot be identified at the time of application, enter the address for the project's administration office. Projects serving victims of domestic violence, including human trafficking, must use a PO Box or other anonymous address to ensure the safety of participants.

Street 1: 918 Commerce Street

Street 2:

City: Lynchburg

State: Virginia

ZIP Code: 24504

**5. Select the geographic area(s) associated with the address:
(for multiple selections hold CTRL Key)**

510960 Lynchburg

5A. Program Participants - Households

Households	Households with at Least One Adult and One Child	Adult Households without Children	Households with Only Children	Total
Total Number of Households	5	26		31

Characteristics	Persons in Households with at Least One Adult and One Child	Adult Persons in Households without Children	Persons in Households with Only Children	Total
Persons over age 24	5	30		35
Persons ages 18-24	2	2		4
Accompanied Children under age 18	9		0	9
Unaccompanied Children under age 18			0	0
Total Persons	16	32	0	48

Click Save to automatically calculate totals

5B. Program Participants - Subpopulations

Persons in Households with at Least One Adult and One Child

Characteristics	CH (Not Veterans)	CH Veterans	Veterans (Not CH)	Chronic Substance Abuse	HIV/AIDS	Severely Mentally Ill	DV	Physical Disability	Developmental Disability	Persons Not Represented by a Listed Subpopulation
Persons over age 24	1	0	0	0	0	2	0	1	1	1
Persons ages 18-24	0	0	0	0	0	0	0	0	0	2
Children under age 18	1			0	0	0	0	0	0	8
Total Persons	2	0	0	0	0	2	0	1	1	11

Click Save to automatically calculate totals

Persons in Households without Children

Characteristics	CH (Not Veterans)	CH Veterans	Veterans (Not CH)	Chronic Substance Abuse	HIV/AIDS	Severely Mentally Ill	DV	Physical Disability	Developmental Disability	Persons Not Represented by a Listed Subpopulation
Persons over age 24	7	0	1	4	1	17	0	10	3	0
Persons ages 18-24	0	0	0	0	0	0	0	0	0	2
Total Persons	7	0	1	4	1	17	0	10	3	2

Click Save to automatically calculate totals

Persons in Households with Only Children

Characteristics	CH (Not Veterans)	CH Veterans	Veterans (Not CH)	Chronic Substance Abuse	HIV/AIDS	Severely Mentally Ill	DV	Physical Disability	Developmental Disability	Persons Not Represented by a Listed Subpopulation
Accompanied Children under age 18										
Unaccompanied Children under age 18										
Total Persons	0			0	0	0	0	0	0	0



Describe the unlisted subpopulations referred to above:

Non disabled children or adult children

6A. Funding Request

1. Do any of the properties in this project have an active restrictive covenant? Yes
2. Was the original project awarded as either a Samaritan Bonus or Permanent Housing Bonus project? No
3. Does this project propose to allocate funds according to an indirect cost rate? No
4. Renewal Grant Term: This field is pre-populated with a one-year grant term and cannot be edited: 1 Year
5. Select the costs for which funding is requested:
- | | |
|---------------------|-------------------------------------|
| Leased Units | <input type="checkbox"/> |
| Leased Structures | <input type="checkbox"/> |
| Rental Assistance | <input checked="" type="checkbox"/> |
| Supportive Services | <input checked="" type="checkbox"/> |
| Operating | <input type="checkbox"/> |
| HMIS | <input checked="" type="checkbox"/> |

6C. Rental Assistance Budget

The following list summarizes the rental assistance funding request for the total term of the project. To add information to the list, select the  icon. To view or update information already listed, select the  icon.

Total Request for Grant Term:		\$151,488	
Total Units:		18	
Type of Rental Assistance	FMR Area	Total Units Requested	Total Request
TRA	VA - Lynchburg, VA MSA (5100999999)	18	\$151,488

Rental Assistance Budget Detail

Type of Rental Assistance: TRA

Metropolitan or non-metropolitan fair market rent area: VA - Lynchburg, VA MSA (5100999999)

Does the applicant request rental assistance funding for less than the area's per unit size fair market rents? No

Size of Units	# of Units (Applicant)		FMR Area (Applicant)	HUD Paid Rent (Applicant)		12 Months		Total Request (Applicant)
SRO		x	\$475	\$475	x	12	=	\$0
0 Bedroom		x	\$633	\$633	x	12	=	\$0
1 Bedroom	12	x	\$660	\$660	x	12	=	\$95,040
2 Bedrooms	6	x	\$784	\$784	x	12	=	\$56,448
3 Bedrooms		x	\$1,053	\$1,053	x	12	=	\$0
4 Bedrooms		x	\$1,241	\$1,241	x	12	=	\$0
5 Bedrooms		x	\$1,427	\$1,427	x	12	=	\$0
6 Bedrooms		x	\$1,613	\$1,613	x	12	=	\$0
7 Bedrooms		x	\$1,799	\$1,799	x	12	=	\$0
8 Bedrooms		x	\$1,986	\$1,986	x	12	=	\$0
9 Bedrooms		x	\$2,172	\$2,172	x	12	=	\$0
Total Units and Annual Assistance Requested	18							\$151,488
Grant Term								1 Year
Total Request for Grant Term								\$151,488

Click the 'Save' button to automatically calculate totals.

6D. Sources of Match

The following list summarizes the funds that will be used as Match for this project. To add a Match source to the list, select the icon. To view or update a Match source already listed, select the icon.

Summary for Match

Total Value of Cash Commitments:	\$57,096
Total Value of In-Kind Commitments:	\$0
Total Value of All Commitments:	\$57,096

1. Will this project generate program income described in 24 CFR 578.97 to use as Match for this project? No

Type	Source	Contributor	Value of Commitments
Cash	Government	City of Lynchburg	\$47,096
Cash	Government	City of Lynchburg	\$10,000

Sources of Match Detail

- 1. Type of Match Commitment:** Cash
2. Source: Government
3. Name of Source: City of Lynchburg
(Be as specific as possible and include the office or grant program as applicable)
4. Amount of Written Commitment: \$47,096

Sources of Match Detail

- 1. Type of Match Commitment:** Cash
2. Source: Government
3. Name of Source: City of Lynchburg
(Be as specific as possible and include the office or grant program as applicable)
4. Amount of Written Commitment: \$10,000

6E. Summary Budget

The following information summarizes the funding request for the total term of the project. Budget amounts from the Leased Units, Rental Assistance, and Match screens have been automatically imported and cannot be edited. However, applicants must confirm and correct, if necessary, the total budget amounts for Leased Structures, Supportive Services, Operating, HMIS, and Admin. Budget amounts must reflect the most accurate project information according to the most recent project grant agreement or project grant agreement amendment, the CoC's final HUD-approved FY 2018 GIW or the project budget as reduced due to CoC reallocation. Please note that, new for FY 2018, there are no detailed budget screens for Leased Structures, Supportive Services, Operating, or HMIS costs. HUD expects the original details of past approved budgets for these costs to be the basis for future expenses. However, any reasonable and eligible costs within each CoC cost category can be expended and will be verified during a HUD monitoring.

Eligible Costs	Total Assistance Requested for 1 year Grant Term (Applicant)
1a. Leased Units	\$0
1b. Leased Structures	\$0
2. Rental Assistance	\$151,488
3. Supportive Services	\$62,005
4. Operating	\$0
5. HMIS	\$600
6. Sub-total Costs Requested	\$214,093
7. Admin (Up to 10%)	\$14,291
8. Total Assistance plus Admin Requested	\$228,384
9. Cash Match	\$57,096
10. In-Kind Match	\$0
11. Total Match	\$57,096
12. Total Budget	\$285,480

7A. Attachment(s)

Document Type	Required?	Document Description	Date Attached
1) Subrecipient Nonprofit Documentation	No		
2) Other Attachment	No	Consistency with ...	10/28/2021
3) Other Attachment	No	Match Sources	10/28/2021

Attachment Details

Document Description:

Attachment Details

Document Description: Consistency with Consolidated Plan Certification

Attachment Details

Document Description: Match Sources

7B. Certification

A. For all projects:

Fair Housing and Equal Opportunity

It will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000(d)) and regulations pursuant thereto (Title 24 CFR part I), which state that no person in the United States shall, on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance, and will immediately take any measures necessary to effectuate this agreement. With reference to the real property and structure(s) thereon which are provided or improved with the aid of Federal financial assistance extended to the applicant, this assurance shall obligate the applicant, or in the case of any transfer, transferee, for the period during which the real property and structure(s) are used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.

It will comply with the Fair Housing Act (42 U.S.C. 3601-19), as amended, and with implementing regulations at 24 CFR part 100, which prohibit discrimination in housing on the basis of race, color, religion, sex, disability, familial status or national origin.

It will comply with Executive Order 11063 on Equal Opportunity in Housing and with implementing regulations at 24 CFR Part 107 which prohibit discrimination because of race, color, creed, sex or national origin in housing and related facilities provided with Federal financial assistance.

It will comply with Executive Order 11246 and all regulations pursuant thereto (41 CFR Chapter 60-1), which state that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of Federal contracts and shall take affirmative action to ensure equal employment opportunity. The applicant will incorporate, or cause to be incorporated, into any contract for construction work as defined in Section 130.5 of HUD regulations the equal opportunity clause required by Section 130.15(b) of the HUD regulations.

It will comply with Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701(u)), and regulations pursuant thereto (24 CFR Part 135), which require that to the greatest extent feasible opportunities for training and employment be given to lower-income residents of the project and contracts for work in connection with the project be awarded in substantial part to persons residing in the area of the project.

It will comply with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended, and with implementing regulations at 24 CFR Part 8, which prohibit discrimination based on disability in Federally-assisted and conducted programs and activities.

It will comply with the Age Discrimination Act of 1975 (42 U.S.C. 6101-07), as amended, and implementing regulations at 24 CFR Part 146, which prohibit discrimination because of age in projects and activities receiving Federal financial assistance.

It will comply with Executive Orders 11625, 12432, and 12138, which state that program participants shall take affirmative action to encourage participation by businesses owned and operated by members of minority groups and women.

If persons of any particular race, color, religion, sex, age, national origin, familial status, or disability who may qualify for assistance are unlikely to be reached, it will establish additional procedures to ensure that interested persons can obtain information concerning the assistance. It will comply with the reasonable modification and accommodation requirements and, as appropriate, the accessibility requirements of the Fair Housing Act and section 504 of the Rehabilitation Act of 1973, as amended.

Additional for Rental Assistance Projects:

If applicant has established a preference for targeted populations of disabled persons pursuant to 24 CFR 578.33(d) or 24 CFR 582.330(a), it will comply with this section's nondiscrimination requirements within the designated population.

B. For non-Rental Assistance Projects Only.

20-Year Operation Rule.

Applicants receiving assistance for acquisition, rehabilitation or new construction: The project will be operated for no less than 20 years from the date of initial occupancy or the date of initial service provision for the purpose specified in the application.

15-Year Operation Rule – 24 CFR part 578 only.

Applicants receiving assistance for acquisition, rehabilitation or new construction: The project will be operated for no less than 15 years from the date of initial occupancy or the date of initial service provision for the purpose specified in the application.

1-Year Operation Rule.

For applicants receiving assistance for supportive services, leasing, or operating costs but not receiving assistance for acquisition, rehabilitation, or new construction: The project will be operated for the purpose specified in the application for any year for which such assistance is provided.

C. Explanation.

Where the applicant is unable to certify to any of the statements in this certification, such applicant shall provide an explanation.

Name of Authorized Certifying Official Mary Mayrose

Date: 10/29/2021

Title: Executive Director

Applicant Organization: Lynchburg Redevelopment & Housing Authority

PHA Number (For PHA Applicants Only): VA013

I certify that I have been duly authorized by the applicant to submit this Applicant Certification and to ensure compliance. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties . (U.S. Code, Title 218, Section 1001).

Active SAM Status Requirement. I certify that our organization has an active System for Award Management (SAM) registration as required by 2 CFR 200.300(b) at the time of project application submission to HUD and will ensure this SAM registration will be renewed annually to meet this requirement.

8B Submission Summary

Page	Last Updated
1A. SF-424 Application Type	10/11/2021
1B. SF-424 Legal Applicant	No Input Required
1C. SF-424 Application Details	No Input Required

Renewal Project Application FY2021	Page 49	10/29/2021
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1D. SF-424 Congressional District(s)	10/28/2021
1E. SF-424 Compliance	10/11/2021
1F. SF-424 Declaration	10/11/2021
1G. HUD-2880	10/11/2021
1H. HUD-50070	10/11/2021
1I. Cert. Lobbying	10/11/2021
1J. SF-LLL	10/11/2021
IK. SF-424B	10/11/2021
Submission Without Changes	10/11/2021
Recipient Performance	10/11/2021
Renewal Grant Consolidation or Renewal Grant Expansion	10/11/2021
2A. Subrecipients	No Input Required
3A. Project Detail	10/11/2021
3B. Description	10/11/2021
3C. Dedicated Plus	10/11/2021
4A. Services	10/28/2021
4B. Housing Type	10/11/2021
5A. Households	10/11/2021
5B. Subpopulations	10/11/2021
6A. Funding Request	10/11/2021
6C. Rental Assistance	10/11/2021
6D. Match	10/29/2021
6E. Summary Budget	No Input Required
7A. Attachment(s)	10/28/2021
7B. Certification	10/11/2021

**U.S. Department of Housing
and Urban Development**

**Certification of Consistency Plan
with the Consolidated Plan
for the Continuum of Care
Program Competition**

I certify the proposed activities included in the Continuum of Care (CoC) project application(s) is consistent with the jurisdiction's currently approved Consolidated Plan.

Applicant Name: LYNCHBURG REDEVELOPMENT AND HOUSING AUTHORITY (LRHA)

Project Name: HOUSING FIRST LYNCHBURG 2021

Location of the Project: 918 COMMERCE STREET, LYNCHBURG, VA

Name of
Certifying Jurisdiction: CITY OF LYNCHBURG, VA

Certifying Official
of the Jurisdiction Name: WYNTER C. BENDA

Title: CITY MANAGER

Signature:  ~~X~~

Date: OCTOBER 12, 2021

Public reporting burden for this collection of information is estimated to average 3.0 hours per response, including the time for reviewing instructions, completing the form, attaching a list of projects if submitting one form per jurisdiction, obtaining local jurisdiction's signature, and uploading to the electronic e-snaps CoC Consolidated Application. This agency may not conduct or sponsor, and a person is not required to respond to, a collection information unless that collection displays a valid OMB control number.

Privacy Act Statement. This form does not collect SSN information. The Department of Housing and Urban Development (HUD) is authorized to collect all the information required by this form under 24 CFR part 91, 24 CFR Part 578, and is authorized by the McKinney-Vento Act, as amended by S. 896 The Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009 (42 U.S.C. 11371 et seq.).

HUD considers the completion of this form, including the local jurisdiction(s) authorizing official's signature, as confirmation the project application(s) proposed activities submitted to HUD in the CoC Program Competition are consistent with the jurisdiction's Consolidated Plan and, if the project applicant is a state or unit of local government, that the jurisdiction is following its Consolidated Plan per the requirement of 24 CFR part 91. Failure to either submit one form per project or one form with a listing of project information for each field (i.e., name of applicant, name of project, location of project) will result in a technical deficiency notification that must be corrected within the number of days designated by HUD, and further failure to provide missing or incomplete information will result in project application removal from the review process and rejection in the competitive process.



**Community Development Block Grant (CDBG) SUBRECIPIENT AGREEMENT
For
LYNCHBURG REDEVELOPMENT AND HOUSING AUTHORITY
To Conduct
AFFORDABLE HOUSING RESOURCE CENTER PROJECT**

THIS AGREEMENT and all attachments hereto, entered this **9th** day of **September, 2021** between the Lynchburg Redevelopment and Housing Authority located at 918 Commerce Street, City of Lynchburg, Virginia 24504 (hereinafter referred to as the “AUTHORITY”), and the City of Lynchburg, Virginia, a municipal corporation of the Commonwealth of Virginia (hereinafter referred to as the “CITY”).

RECITALS

- A.** The CITY has applied for and received Community Development Block Grant (CDBG) funds from the United States Department of Housing and Urban Development (HUD) under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383. The funds are for the federal Program Year (PY) 2021 and City’s Fiscal Year (FY) 2022 beginning **July 1, 2021 through June 30, 2022**.
- B.** The AUTHORITY was approved by the CITY to administer the **Affordable Housing Resource Center** costs for their CDBG Program project for the **FY 2022**.
- C.** The AUTHORITY is a separate and distinct political subdivision of the Commonwealth of Virginia and is, and at all time during the term of this Agreement will be, in privity of contract with HUD and receiving funding directly from HUD separate and apart from this Agreement.
- D.** Section 36-19.5 Code of Virginia provides for the collaboration of the local housing authority and local government body to identify, and acquire for rehabilitation, if feasible, deteriorated residential structures which adversely impact neighborhoods and communities. The funds allocated and governed under this Agreement will be used for the costs related to these activities herein described under this Program.
- E.** The CITY hereby grants to the AUTHORITY funds from its CDBG Program a total amount not to exceed **Forty-two thousand seven hundred eighty-eight (\$42,788)** for the term of this Agreement, to be used to administer and execute the **Affordable Housing Resource Center** costs in a manner satisfactory to the CITY, and consistent with all applicable laws, regulations and requirements as stated in 24 CFR Part 570.
(ATTACHMENT A)
- F.** Prior to releasing any CDBG funds, HUD regulations 24 CFR, Part 570.503 require a written agreement between the CITY and the AUTHORITY. Furthermore, said agreement must contain certain contractual requirements. Therefore, the CITY and AUTHORITY wish to set forth the terms and conditions under which the AUTHORITY will

receive CDBG Program funds and administer the Affordable Housing Resource Center costs associated with the CDBG funded activities.

AGREEMENT

I. SCOPE OF SERVICES

A. General Administration

The AUTHORITY shall perform and carry out, in a satisfactory and proper manner, the scope of work necessary to administer and execute the Affordable Housing Resource Center costs as described herein and in “EXHIBIT A”. The AUTHORITY will maintain program and financial records which document eligibility, provisions of services, and the expenses related to the scope of work as the result of the assistance provided through the CDBG funding.

The CITY may, from time to time, require changes in the scope of the work to be performed hereunder. Such changes, including any increases or decreases in the amount of the AUTHORITY’S funding or compensation, which are mutually agreed upon by and between the CITY and the AUTHORITY, shall be incorporated in written amendments to this Agreement.

B. Activities

This Agreement is executed in order to make funds received from the FY 2022 CDBG annual allocation available to the AUTHORITY for the purpose of providing general administrative and delivery costs such as payment of pro-rata share of salaries, benefits, travel/training, as well as 100% of costs for legal, audit, dues, publications and advertising insurance, and office expenses (office supplies, telephone, computer maintenance, etc.), other insurance, and contingency.

The AUTHORITY agrees to implement and execute these activities in accordance with all CITY and HUD policies, procedures and requirements.

C. Time Performance

The AUTHORITY’S activities under this agreement are to commence effective on the 1st day of July, 2021 and are to be undertaken and completed the 30th day of June, 2023. However, the term of this Agreement, and the provisions herein, may be extended as to assure the expeditious completion of this Agreement, and in accordance with the provisions of the CITY’S CDBG Consolidated Action Plan. The extension of the term and provisions of the Agreement will cover any additional time period during which the AUTHORITY remains in control of CDBG funds or other CDBG assets, including program income, if applicable.

If the AUTHORITY does not expend the GRANT funds allocated, the CITY has the right to reduce the amount of the Grant and/or utilize the GRANT for future funding periods.

D. Performance Monitoring

The AUTHORITY shall submit quarterly progress performance reports for the duration of this Agreement. The AUTHORITY will submit progress reports to the CITY each quarter of the current funding year, and for previous years for which the AUTHORITY has unexpended funds. The progress reports are to be submitted in accordance with the schedule outlined below. The AUTHORITY’S failure to submit report(s) will constitute a breach of this Agreement, and may result in the suspension or delay of funding or reimbursement.

<u>REPORT</u>	<u>DATE DUE</u>
1 st Quarterly Report	Due prior to January 25 th
2 nd Quarterly Report	Due prior to April 25 th
3 rd Quarterly Report	Due prior to July 25 th
4 th Quarterly Report	Due prior to October 25 th

The CITY will also conduct monitoring of the AUTHORITY’S performance in respect to financial and programmatic compliance with all applicable HUD and local rules, regulations, policies and procedures.

Substandard performance by the AUTHORITY, as may be reasonably determined by the CITY, or the failure of the AUTHORITY to comply with any HUD rule, regulation, policy or procedure, will constitute a breach of this Agreement by the AUTHORITY, provided that such noncompliance remains uncured for an unreasonable period of time after receipt of notice from the CITY by the AUTHORITY of the same.

E. Project Funding

Unless amended, the total amount of CDBG funds provided by this Agreement shall not exceed \$42,788.00.

F. Payment

The CITY will disburse payment to the AUTHORITY on reimbursement basis only for a total not to exceed \$42,788.00. Reimbursement for the payment of eligible expenses shall be made against the line item budget specified herein, and in accordance with performance.

The CDBG funds governed under this Agreement will be paid subject to the receipt of the required documentation and the “Payment Request Form” (ATTACHMENT B) which has been completed and submitted by the AUTHORITY to the CITY.

The CITY may deny payment on the basis of the lack of valid or appropriate documentation, invoices, vouchers, etc. to support or verify reimbursement request.

G. Project Description and Budget

Attached to this Agreement, as “EXHIBIT A”, is a description of the use of the CDBG funds. “EXHIBIT A” is incorporated into this agreement. “EXHIBIT A” shall contain a narrative providing the specific activity description including the number of persons or housing units to be assisted, a detailed line item budget, and realistic timetable stating the planned use of the funds and the projected completion date of the activity. Said budget shall identify all sources and uses of funds, and allocate CDBG and non-CDBG funds to activities or line items as described in this document in more detail.

The AUTHORITY’S budget of its proposed use of the administrative and program funds is attached and is a legally enforceable part of the Agreement. (See EXHIBIT A)

The CITY may require specific revisions to, or a more detailed breakdown of, the project description and budget that is included in the Agreement. In the event of such a request by the CITY, the AUTHORITY shall provide the requested revisions and/or detailed breakdown in a timely manner and in the form and content prescribed by the CITY.

Any amendments to the project description and budget that have been received and accepted by the CITY must be requested in writing by the AUTHORITY, and approved in writing by the CITY. Any indirect costs charged must be consistent with the conditions of V (C) (2) of this Agreement.

H. National Objective

The AUTHORITY certifies that each activity, service, program and/ or project carried out under this Agreement will meet the following CDBG National Objectives listed below.

- **Limited clientele activities: Benefit a clientele who are generally presumed to be principally low- and moderate-income persons. Activities that exclusively serve a group of persons in any one or a combination of the following categories may be presumed to benefit persons, 51 percent of whom are low- and moderate-income: abused children, battered spouses, elderly persons, adults meeting the Bureau of the Census' Current Population Reports definition of “severely disabled,” homeless persons, illiterate adults, persons living with AIDS, and migrant farm workers.**

II. ADMINISTRATIVE REQUIREMENTS

The AUTHORITY will comply with all applicable requirements in the administration of **Affordable Housing Resource Center** costs as defined in the HUD Regulations 2 CFR Chapter I, and Chapter II, Part 200, et al. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule (ATTACHMENT C), which are a legally enforceable part of this Agreement.

III. OTHER UNIFORM ADMINISTRATIVE REQUIREMENTS

The AUTHORITY agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning

Community Development Block Grant (CDBG)) including subpart K (**ATTACHMENT A**) of these regulations, except that:

1. The AUTHORITY does not assume the CITY'S environmental responsibilities described in 24 CFR 570.604; and
2. The AUTHORITY does not assume the CITY'S responsibility for initiating the review process under the provisions of 24 CFR Part 52.

The AUTHORITY must comply with all other applicable Federal, state and local laws, regulations, and policies of 24 CFR 570.502 (b) that apply to governmental entities, including OMB Circular 2 CFR Chapter I, Chapter II, Part 200, et al. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (**ATTACHMENT C**); Final Rule, which govern the funds provided under this Agreement.

The AUTHORITY further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

IV. FFATA REPORTING REQUIREMENTS

The Federal Funding Accountability and Transparency Act of 2006 (FFATA) mandates specific reporting requirements that must be met by all Federal grant recipients, including CDBG participating jurisdictions such as the City. If the Subrecipient receives \$25,000 or more in Federal funds/awards the Subrecipient must provide the City with the following information in accordance with FFATA reporting requirements. This information includes, but is not limited to:

1. name of the Subrecipient receiving the award;
2. amount of the award;
3. information on the award including transaction type, funding agency (i.e. HUD), the North American Industry Classification System code or Catalog of Federal Domestic Assistance number, program source (Treasury Account Symbol (TAS) will continue to be used as the official Program Source), award title descriptive of the purpose of each funding action;
4. location of the Subrecipient receiving the award and primary location of performance under the award, including city, State, congressional district, and country;
5. unique identifier of the Subrecipient receiving the award and the parent entity of the Subrecipient, should the Subrecipient be owned by another entity (the unique identifier is the Subrecipient's Dun & Bradstreet (D&B) Data Universal Numbering System (DUNS) number);
6. names and total compensation of the five most highly compensated officers of the Subrecipient if the Subrecipient in the preceding fiscal year received 80 percent or more of its annual gross revenues in Federal awards; and \$25,000,000 or more in annual gross revenues from Federal awards; and the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (See FFATA § 2(b)(1));

7. and any other data deemed necessary to comply with FFATA.

V. PROGRAMMATIC REQUIREMENTS

The AUTHORITY will comply with all applicable programmatic requirements and criteria as defined in HUD Regulations 24 CFR Part 570 which are a legally enforceable part of this Agreement.

VI. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The AUTHORITY agrees to comply with 2 CFR Chapter I, and Chapter II, Part 200, et al. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule, Subpart D, and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The AUTHORITY shall administer its program in conformance with OMB 2 CFR Chapter I, Chapter II, Part 200, et al. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule, Subpart E. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record-Keeping

1. Records to be Maintained

The AUTHORITY shall maintain all records, as required by the Federal regulations specified in 24 CFR 570.506, which pertain to the activities to be funded under this Agreement. Such records shall include, but are not limited to:

- a.** Records providing a full description of each activity undertaken;
- b.** Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c.** Records that are required to determine the eligibility of activities;
- d.** Records that are required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e.** Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f.** Financial records as required by 24 CFR 570.502; and

g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Record Retention

The AUTHORITY shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of three (3) years. The retention period begins on the date of the CITY'S submission of its annual performance and evaluation report (CAPER) to HUD in which the activities assisted under the Agreement are reported on for the final time.

If there is litigation, claims, audits, negotiations or other actions that involve any of the records, and the action(s) commenced before the expiration of the three-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the three-year period, whichever occurs later.

3. Access to Records

The AUTHORITY shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the CITY, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations, and provisions stated herein.

The AUTHORITY shall preserve and make available the records until expiration of the three years after final payment under this Agreement or for such longer period, if any, as is required by applicable statute, by any other clause of this Agreement.

4. Disclosure

The AUTHORITY understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the CITY'S or AUTHORITY'S responsibilities with respect to services provided under this Agreement, is prohibited, unless written consent is obtained from such person receiving services. In the case of a minor, written consent must be obtained from a responsible parent or guardian.

5. Close-outs

The AUTHORITY'S obligation to the CITY shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the CITY), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the AUTHORITY has control over CDBG funds, including program income.

6. Audits & Inspections

The AUTHORITY will retain the services of an independent, certified public accountant to perform an annual organizational-wide audit for each fiscal year for which the AUTHORITY receives any Federal or State grant funds. The annual organizational audit shall be performed in accordance with 2 CFR Chapter I, and Chapter II, Part 200, et al. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule, Subpart F, including the following standards:

- a. in accordance with the generally accepted Government auditing standards as defined by Standards for Audit of Governmental Organizations, Programs, Activities, and Functions issued by the Comptroller General of the United States;
- b. in accordance with the standards and specifications as prescribed by the Auditor of Public Accounts for the Commonwealth of Virginia;
- c. generally accepted auditing standards as defined by the American Institute of Certified Public Accountants; and
- d. in accordance with the Single Audit Act of 1984 (as amended in 1996) for fiscal years beginning after June 30, 1996.

Each annual organizational-wide audit shall be for the fiscal year beginning January 1, of any year in which the AUTHORITY receives Federal or State funds and ending on December 31 of that year. The AUTHORITY shall, after certifying the audit report to the Federal Audit Clearinghouse, submit a formal written report of audit to the CITY'S Director of Finance.

All AUTHORITY records, with respect to any matters covered by this Agreement, shall be made available to the CITY, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the AUTHORITY within 30 days after receipt by the AUTHORITY. Failure of the AUTHORITY to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.

C. Reporting and Payment Procedures

1. Program Income

Unless otherwise approved by the CITY, the AUTHORITY shall report/remit all program income (as defined in 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this Agreement. CITY approved use of program income by the AUTHORITY shall comply with the requirements set forth at 24 CFR 570.504.

2. Indirect Costs

If indirect costs are charged, the AUTHORITY will develop an indirect cost allocation plan in accordance with 2 CFR Chapter I, and Chapter II, Part 200, et al. Uniform

Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule, Subpart E, Cost Principled, for determining the appropriate AUTHORITY'S share of administrative costs, and shall submit such plan to the CITY for approval, in a form specified by the CITY.

3. Payment Procedures

Payment to the AUTHORITY shall be on reimbursement basis for eligible expenditures only. The CITY will pay the AUTHORITY funds, available under this Agreement, based upon valid documentation submitted by the AUTHORITY. The supportive information must also be consistent with the AUTHORITY'S approved budget, and the CITY'S policies related to payments (**ATTACHMENT B**).

D. Procurement

1. Compliance

Unless specified otherwise within this agreement, the AUTHORITY shall comply with the requirements 2 CFR Chapter I, and Chapter II, Part 200, et al. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule, Subpart D, in the procurement of supplies and other expendable property equipment, real property and other services with the funds provided herein.

In accordance with the requirements of 2 CFR Chapter I, and Chapter II, Part 200, et al. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule, Subpart D, referenced above, the AUTHORITY shall establish written procurement procedures.

2. Property Standards (Equipment)

The AUTHORITY will not use any federal funds to purchase equipment for the **Affordable Housing Resource Center**.

3. Travel

Funds provided under this Agreement shall only be used for travel pursuant to the AUTHORITY'S cost allocation plan and annual budget.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall follow the requirements of 2 CFR Chapter I, and Chapter II, Part 200, et al. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule, Subpart D, and 24 CFR 570.502, 570.503, and

1. The AUTHORITY shall transfer to the CITY any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

2. If the AUTHORITY acquires any real property with CDBG funds, in whole or in part, and fails to use such property in a manner that is consistent with the criteria for CDBG National Objectives set forth in 24 CFR 570.208, the AUTHORITY shall sell such property and pay over to the CITY the proceeds of such sale less any portion of the proceeds attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the CITY. The AUTHORITY may retain real property acquired or improved under this Agreement after the expiration of the five-year period or such longer period of time as the CITY deems appropriate.

3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to which funds received under this Agreement were used to acquire the equipment). Equipment not needed by the AUTHORITY for activities under this Agreement shall be:

- a. Transferred to the CITY for the CDBG program; or
- b. Retained after compensating the CITY at an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment.

F. Notices

Notices required by this Agreement shall be in writing and delivered via mail, commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or mailed as aforesaid shall be effective on the date of delivery or date mailed. All communications and details concerning this Agreement shall be directed to the following representatives:

CITY: Grants Manager
City of Lynchburg
Office of Grants Administration
900 Church Street,
Lynchburg, VA 24504
(434) 455-3916 (Office)
Email: melva.walker@lynchburgva.gov

AUTHORITY: Executive Director
Lynchburg Redevelopment & Housing Authority (LRHA)
918 Commerce Street
Lynchburg, VA 24505
(434) 485-7200 (Office)
Email: mmayrose@lynchburghousing.org

G. Relationship of Parties

Neither the parties to this Agreement, nor Agreement itself, is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer or employee

between the parties. The AUTHORITY shall at all times remain an “independent contractor” with respect to the services to be performed under this Agreement. No other form of relationship shall exist or come into existence between the CITY and the AUTHORITY. The CITY shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers’ Compensation Insurance, as the AUTHORITY is an independent contractor. The AUTHORITY shall be solely responsible for the benefits (if any) provided to its agents or employees.

The AUTHORITY shall be solely and entirely responsible for its acts and for the acts of its agents, employees, and subcontracting parties during the performance of this contract. The CITY is interested exclusively in the finished result of the described **Affordable Housing Resource Center** costs; the manner and means of conducting the work are under the sole discretion and control of the AUTHORITY, subject to the programmatic controls of the CITY, HUD and other governmental bodies, departments, and agencies.

H. Hold Harmless

The AUTHORITY shall hold harmless, defend and indemnify the CITY from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the AUTHORITY’S performance or nonperformance of the services or subject matter called for in this Agreement.

I. Worker’s Compensation

The AUTHORITY shall provide Worker’s Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

J. Federal/City Recognition

The AUTHORITY shall insure recognition of the role of the CITY in providing services through Agreement.

K. Amendment to Agreement

The CITY and/or AUTHORITY may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by duly authorized representatives for both the CITY and the AUTHORITY’S organization. Such amendments shall not invalidate this Agreement, nor relieve or release the CITY or AUTHORITY from its obligations under this Agreement.

Any provision of this Agreement that does not conform to Federal, local, or state laws, guidelines and polices, shall be deemed amended to conform to such laws, guidelines and polices. If such amendments result in a change in the funding, the schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both the CITY and AUTHORITY.

L. Indirect Costs

If indirect costs are charged, the AUTHORITY will develop an indirect cost allocation plan in accordance with 2 CFR Chapter I, and Chapter II, Part 200, et al. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule, Subpart

E, for determining the appropriate AUTHORITY share of administrative costs, and shall submit such plan to the CITY for approval, in a form specified by the CITY.

M. Relocation

The AUTHORITY agrees to comply, when applicable, with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA). The AUTHORITY shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b) (2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The AUTHORITY also agrees to comply with applicable CITY ordinances, resolutions and policies concerning the displacement of persons from their residences.

N. Nondiscrimination (Equal Employment Opportunity)

The AUTHORITY agrees to comply with the non-discrimination in employment and contracting opportunities, laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. (ATTACHMENT D)

There shall be no discrimination against any employee who is employed in the work covered by this Agreement, or against any applicant for such employment because of race, color, religion, sex or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The AUTHORITY shall insert a similar provision in all subcontracts for services covered by this Agreement.

O. Section 3 Compliance (If Applicable to Project)

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 75 (ATTACHMENT E), and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the CITY, the AUTHORITY and any of the AUTHORITY'S subcontractors. Failure to fulfill these requirements shall subject the CITY, the AUTHORITY and any of the AUTHORITY'S subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided.

The AUTHORITY certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

The AUTHORITY will include a Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by HUD. The AUTHORITY will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

P. Conduct

1. Assignability

The AUTHORITY shall not assign or transfer any interest in this Agreement without the prior written consent of the CITY.

2. Subcontracts

a. Monitoring - The AUTHORITY will monitor all subcontracted services on a regular basis to assure contract compliance.

b. Content - The AUTHORITY shall cause all of its subcontractors to comply with all HUD requirements and provisions of this agreement applicable to the services they provided under such subcontracts.

3. Hatch Act

The AUTHORITY agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the United States Code.

4. Conflict of Interest

The AUTHORITY agrees to abide by the provisions of 2 CFR Chapter I, and Chapter II, Part 200, et al. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule, Subpart B, Section 200.112 and 570.611, which include (but are not limited to) the following:

a. The AUTHORITY shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award an administration of contracts supported by Federal funds.

b. No employee, officer or agent of the AUTHORITY shall participate in the selection, in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a “covered person” includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the CITY, the AUTHORITY, or any designated public agency.

5. Religious Activities

The AUTHORITY agrees that funds provided under the Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

Q. Suspension or Termination of Agreement

1. Suspension or Termination for Cause

In accordance with 2 CFR Chapter I, and Chapter II, Part 200, et al. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule, Subpart D, the CITY may suspend or terminate this Agreement, in whole or in part, and without notice, if the AUTHORITY materially fails to comply with any terms of this Agreement, which include, but are not limited to, the following:

- a. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
- b. Failure, for any reason, of the AUTHORITY to fulfill in a timely and proper manner its obligations under this Agreement; or
- c. Ineffective or improper use of funds provided under this Agreement.

2. Other Remedies for Non-Compliance with Agreement

In addition to the suspension or termination of this Agreement, the CITY may choose one or more of the following actions to address such failures by the AUTHORITY as referenced above. These actions may also be imposed as a mean of addressing other performance issues or circumstances of non-compliance. According to, 2 CFR Chapter I, and Chapter II, Part 200, et al. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule, Subpart D, such remedies or actions could include: such remedies or actions could include:

- a. Withhold or suspend cash or reimbursement payments pending correction of deficiency;
- b. Disallow use of CDBG funds for all or part of the cost of the program, project, service, or action that was not in compliance; or
- c. Withhold future awards from the AUTHORITY and/or from the program.

3. Suspension or Termination for Convenience

In accordance with 2 CFR Chapter I, and Chapter II, Part 200, et al. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule, Subpart D, this Agreement may also be terminated for convenience, in its entirety or partially, by either the CITY or the AUTHORITY. In the event of such termination, the party terminating the Agreement must notify the other party in writing not less than 30 days prior to the effective date of the termination. The written notice must specify the reason(s) for and effective date of the termination.

4. Partial Suspension or Termination of Agreement

In the case of a partial termination, the party terminating the Agreement must notify the other party of the termination in writing, and the portion of the Agreement that is being terminated. If the CITY determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the CITY may terminate the award in its entirety

VII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

VIII. WAIVER

The CITY'S failure to act with respect to a breach by the AUTHORITY does not waive its right to act with respect to subsequent or similar breaches. The failure of the CITY to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

IN WITNESS WHEREOF, the Parties have executed this Agreement at Lynchburg, Virginia, on this _____ day of _____, 2021.

CITY OF LYNCHBURG, VIRGINIA

By: _____
Wynter C. Benda, City Manager

LYNCHBURG REDEVELOPMENT AND HOUSING AUTHORITY

By: _____
Mary Mayrose, Executive Director

COMMONWEALTH OF VIRGINIA,
CITY OF LYNCHBURG, to wit:

Acknowledged before me on behalf of CITY OF LYNCHBURG, by WYNTER C. BENDA, its CITY MANAGER, this ____ day of _____, 2021.

Notary Public

My Commission Expires: _____
Registration No: _____

COMMONWEALTH OF VIRGINIA,
CITY OF LYNCHBURG, to wit:

Acknowledged before me on behalf of LYNCHBURG REDEVELOPMENT AND HOUSING AUTHORITY, by MARY MAYROSE, its EXECUTIVE DIRECTOR, this ____ day of _____, 2021.

Notary Public

My Commission Expires: _____
Registration No: _____