

# U. S. Department of Housing and Urban Development



Community Planning and Development

Region VIII, Denver  
1670 Broadway Street  
Denver, Colorado 80202-4801

Phone: 303-672-5414  
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Web: www.hud.gov

September 12, 2017

Mr. Ben Levek, Grants and Resource Development Manager  
Denver Human Services  
City and County of Denver  
1200 Federal Blvd.  
Denver, CO 80204-3221

Dear Mr. Levek:

Congratulations! The Denver Annual Action Plan is approved. Along with the approval of your plan, we are pleased to transmit to you the Fiscal Year (FY) 2017 Emergency Solutions Grant Number **E-17-MC-08-0005** in the amount of \$587,977 for Denver, CO. The program year for Denver, CO began on January 1, 2017.

Enclosed are the Grant Agreements and Funding Approvals (three originals), which constitute the contracts between the Department of Housing and Urban Development (HUD) and Denver, CO. In order to establish your Line of Credit to reflect the FY 2017 grant, it will be necessary for you to execute and return two originals of the Grant Agreement for each program.

To establish or change the depository account to which these grant funds are to be wired, a Direct Deposit Sign-Up Form (SF-1199A) must be completed by you and your financial institution and mailed to this office.

If you have any questions or desire assistance in connection with this letter or other items related to this program, please contact Mrs. Judy Padgett, Senior Community Planning and Development Representative, at (303) 672-5081.

Sincerely,

A handwritten signature in blue ink, appearing to read "Aaron B. Gagné".

Aaron B. Gagné  
Director

Enclosures

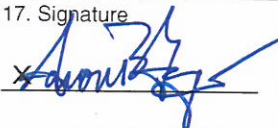
# Funding Approval/Agreement

Emergency Solutions Grants Program  
 Subtitle B of Title IV of the McKinney-Vento Homeless Assistance Act,  
 42 U.S.C. 11371 et seq.  
 CFDA Number 14.231

U.S. Department of Housing and Urban  
 Development  
 Office of Community Planning and Development

1. Recipient Name and Address City & County Of Denver 201 W Colfax Ave Dept 204/7 <sup>th</sup> Floor Denver, CO 80202		2. Unique Federal Award Identification Number: E17MC080005	
		3. Tax Identification Number: 846000580	
		4. Unique Entity Identifier (DUNS): 034108758	
5. Fiscal Year (yyyy): 2017			
6. Previous Obligation (Enter "0" for initial Fiscal Year allocation)		\$0	
7. Amount of Funds Obligated or Deobligated by This Action (+ or -)		\$587,977.00	
8. Total Amount of Federal Funds Obligated		\$587,977.00	
9. Total Required Match: \$			
10. Start Date of Recipient's Program Year (mm/dd/yyyy) 01/01/17		11. Date HUD Received Recipient's Consolidated Plan Submission (mm/dd/yyyy) 07/13/2017	12. Period of Performance Start Date (the later of the dates listed in Boxes 10 and 11) (mm/dd/yyyy) 07/13/2017
13. Type of Agreement (check applicable box) <input checked="" type="checkbox"/> Initial Agreement (Purpose #1 – Initial Fiscal Year allocation) <input type="checkbox"/> Amendment (Purpose #2 – Deobligation of funds) <input type="checkbox"/> Amendment (Purpose #3 – Obligation of additional funds)		14. Special Conditions <input type="checkbox"/> Not applicable <input checked="" type="checkbox"/> Attached	
		15. Period of Performance End Date (mm/dd/yyyy) 09/12/2019	

**General Terms and Conditions:** This Agreement between the U.S. Department of Housing and Urban Development (HUD) and the Recipient is made pursuant to the authority of Subtitle B of Title IV of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11371 et seq.). The Recipient's Consolidated Plan submissions (including the Recipient's approved annual Action Plan and any amendments completed in accordance with 24 CFR Part 91), the Emergency Solutions Grants Program regulations at 24 CFR Part 576 (as now in effect and as may be amended from time to time), and this Agreement, including any special conditions attached to this Agreement, constitute part of this Agreement. Subject to the terms and conditions of this Agreement, HUD will make the funds for the specified Fiscal Year available to the Recipient upon execution of this Agreement by the Recipient and HUD. All funds for the specified Fiscal Year that HUD provides by reallocation are covered by this Agreement upon execution of an amendment by HUD, without the Recipient's execution of the amendment or other consent. The Recipient agrees to assume all of the responsibilities with respect to environmental review, decision making, and action required under the HUD regulations at 24 CFR Part 58. Nothing in this Agreement shall be construed as creating or justifying any claim against the federal government or the Recipient by any third party. To the extent authorized by HUD regulations at 24 CFR Part 576, HUD may, by its execution of an amendment, deobligate funds previously awarded to the Recipient without the Recipient's execution of the amendment or other consent.

16. For the U.S. Department of HUD (Name, Title, and Contact Information of Authorized Official) Aaron Gagné		17. Signature 	18. Date (mm/dd/yyyy) 09/12/2017
19. For the Recipient (Name and Title of Authorized Official)		20. Signature	21. Date (mm/dd/yyyy)

Funding Information (HUD Accounting Use Only):

PAS Code: HAES	Region: 08	Program Code: SOG
Appropriation: 90192	Office: 01 (Denver)	Allotment: 867
Appro Symbol: "Q"		

**Indirect Cost Rate Provision (to be added to Special Conditions attached to each ESG Agreement)**

If the funds provided under this Agreement will be used for payment of the Recipient's indirect costs pursuant to 2 CFR 200, Subpart E—Cost Principles, attach a schedule in the format set forth below to the executed Agreement that is returned to HUD. The schedule shall identify each department/agency of the Recipient that will carry out activities with funds provided under this Agreement, the indirect cost rate applicable to that department/agency (including if the de minimis rate is charged under 2 CFR 200.414), and the direct cost base to which that rate will be applied. Do not include indirect cost rates for subrecipients.

<u>Recipient Department/Agency</u>	<u>Indirect cost rate</u>	<u>Direct Cost Base</u>
_____	_____ %	_____
_____	_____ %	_____
_____		

## Instructions for Completing the Agreement for the Emergency Solutions Grants (ESG) Program

This Agreement is used for one of three purposes: (1) to make the initial obligation of ESG funds for a fiscal year and establish the terms under which the obligation is made; (2) to amend an existing Agreement to deobligate an amount of previously obligated ESG funds; (3) to amend an existing Agreement to obligate additional ESG funds for the same fiscal year.

**1. Recipient Name and Address.** Enter the name of the state, territory or unit of general purpose local government, the name of the organizational unit or instrumentality designated to act on behalf of the government with respect to ESG, and the address of the organizational unit or instrumentality (or government, if no unit or instrumentality is designated).

**Example (Organizational unit):**

City of ABC  
ABC Department of Homeless Services  
Address of ABC Department of Homeless Services

**Example (Instrumentality):**

State of XYZ  
XYZ Housing Finance Agency  
Address of XYZ Housing Finance Agency

**For HUD to recognize an instrumentality as the state for ESG:** The state must submit the following to the field office: (1) The governor's written designation of the instrumentality to act on behalf of the state with respect to the Emergency Solutions Grants program; and (2) Certification by the governor of the state that the instrumentality meets each of the following criteria or evidence that otherwise shows the entity qualifies as an instrumentality of the state under its state law: (a) The entity is used for a governmental purpose and performs a governmental function; (b) The entity performs its function on behalf of the state; (c) The state has the authority to appoint members of the governing body of the entity OR the control and supervision of the entity is vested in the state government; (d) State statutory authority is needed to create and/or use the entity; and (e) No part of the net earnings inures to the benefit of any private shareholder, member or individual.

**For HUD to recognize an instrumentality as the metropolitan city or urban county for ESG:** The metropolitan city/urban county must submit the following to the field office: (1) The chief executive's written designation of the

instrumentality to act on behalf of the metropolitan city/the urban county with respect to the Emergency Solutions Grants program; (2) Certification by the chief executive of the metropolitan city or urban county that the instrumentality is established pursuant to legislation to act on behalf of the metropolitan city/the county with regard to homeless assistance activities, but is not a public housing authority/agency; and (3) Certification by the metropolitan city or urban county (chief executive or authorized attorney for the metropolitan city or urban county) that the instrumentality meets each of the following criteria or evidence that otherwise shows the entity qualifies as an instrumentality of the metropolitan city/the county under its state or local law: (a) The entity is used for a governmental purpose and performs a governmental function; (b) The entity performs its function on behalf of the metropolitan city/the county; (c) The metropolitan city/the county has the authority to appoint members of the governing body of the entity OR the control and supervision of the entity is vested in the metropolitan city/the county; (d) State or local statutory authority is needed to create and/or use the entity; and (e) No part of the net earnings inures to the benefit of any private shareholder, member or individual.

- 2. Unique Federal Award Identification Number.** Enter the recipient's grant number.
- 3. Tax Identification Number.** Enter the 9-digit Tax ID Number (TIN) for the entity whose address is in Box 1.
- 4. Unique Entity Identifier (DUNS).** Enter the identifier required for System of Award Management (SAM) registration to uniquely identify the entity whose address is in Box 1.
- 5. Fiscal Year.** Indicate the fiscal year source of funds for this transaction. Only funds from this fiscal year are to be included in this transaction. (A separate form must be completed for each fiscal year's funds.)
- 6. Previous Obligation.** Enter the total amount of funds that have been previously obligated for this recipient for this fiscal year source of funds. If this Agreement is for the recipient's initial allocation for the fiscal year (purpose #1), the amount will be "0." If this Agreement is for deobligating funds (purpose #2) or obligating

additional funds for the fiscal year (purpose #3), enter the amount from Box 8 of the most recent Agreement for ESG funds for the fiscal year identified in Box 5.

- 7. Current Transaction.** Enter the total amount of funds for this transaction. Indicate a deobligation either by placing parentheses around the amount deobligated or a minus sign before the amount deobligated.
- 8. Revised Obligation.** Enter the total amount of funds available to the recipient after this transaction. Box 6 plus/minus Box 7.
- 9. Total Required Match.** Enter the total amount of funds that the recipient is required to contribute, as determined in accordance with 24 CFR 576.201.
- 10. Date of Start of Recipient's Program Year.** Enter the date on which the Recipient's Program Year begins. If this Agreement is being used for deobligating funds (purpose #2) or obligating additional funds for the fiscal year (purpose #3), this date must match Box 10 of the initial Agreement for ESG funds for the fiscal year identified in Box 5.
- 11. Date HUD Received Recipient's Consolidated Plan Submission.**

**For purpose #1 – Initial Fiscal Year allocation:** Enter the date HUD received the recipient's annual action plan for the funds being awarded.

**For purpose #2 – Deobligation of funds:** Enter the date in Box 11 of the initial Agreement for ESG funds for the fiscal year entered in Box 5.

**For purpose #3 – Obligation of additional funds:** Enter the date in Box 11 of the initial Agreement for ESG funds for the fiscal year entered in Box 5.
- 12. Period of Performance Start Date.** Enter the date that is the later of the date in Box 10 and the date in Box 11.
- 13. Type of Agreement.** Check Initial Agreement (Purpose #1—Initial Fiscal Year allocation), Amendment (Purpose #2 – Deobligation), or Amendment (Purpose #3 – Obligating additional funds), as applicable.
- 14. Special Conditions.** Check the appropriate box and, if applicable, attach the special conditions that are part of the Agreement.

**For the 2016 Grant Agreement, two Special Conditions apply:**

**Indirect Cost Rate.** The field office must check off the “Attached” box in item #14, “Special Conditions,” on the Agreement and include the Indirect Cost Rate provision in the Special Conditions attached to the Agreement. Each recipient must list the indirect cost rate(s) and direct cost base(s) the recipient will use to recover indirect costs under this Agreement. This information is required under 2 CFR 200.210(a)(15).

**Recipient Integrity and Performance Matters.** If the amount in Box 8 is greater than \$500,000, the field office must include the following provision in the Special Conditions attached to the Agreement:

The Recipient shall comply with the requirements in Appendix XII to 2 CFR part 200—Award Term and Condition for Recipient Integrity and Performance Matters.

- 15. Period of Performance End Date.** Enter the date that is 24 months after the date in Box 18.
- 16. Name, Title, and Contact Information of HUD Official.** Enter the name, title, and contact information of the HUD official who is authorized to sign the Agreement on behalf of HUD. This is usually the Field Office CPD Director.
- 17. Signature of HUD Official.** The HUD Official signs the Agreement here.
- 18. Date.** Enter the date on which the HUD Official signs the Agreement.
- 19. Name and Title of Authorized Official for the Recipient.** Enter the name and title of the official authorized to sign on behalf of the recipient. This item is not required if this Agreement is being used for obligating additional funds for the fiscal year after a reallocation of funds by HUD.
- 20. Signature of Authorized Official for the Recipient.** The authorized official for the recipient signs the Agreement here. This item is not required if this Agreement is being used for obligating additional funds for the fiscal year after a reallocation by HUD.
- 21. Date.** Enter the date on which the authorized official for the recipient signs the Agreement. This item is not required when HUD is obligating additional funds for the fiscal year after a reallocation by HUD.

**Indirect Cost Rate Provision (to be added to Special Conditions attached to each ESG Agreement)**

If the funds provided under this Agreement will be used for payment of the Recipient's indirect costs pursuant to 2 CFR 200, Subpart E–Cost Principles, attach a schedule in the format set forth below to the executed Agreement that is returned to HUD. The schedule shall identify each department/agency of the Recipient that will carry out activities with funds provided under this Agreement, the indirect cost rate applicable to that department/agency (including if the de minimis rate is charged under 2 CFR 200.414), and the direct cost base to which that rate will be applied. Do not include indirect cost rates for subrecipients.

<u>Recipient Department/Agency</u>	<u>Indirect cost rate</u>	<u>Direct Cost Base</u>
_____	_____ %	_____
_____	_____ %	_____
_____	_____ %	_____

**Contract Control Number:**

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of

SEAL

**CITY AND COUNTY OF DENVER**

ATTEST:

By \_\_\_\_\_

\_\_\_\_\_

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_



**Contract Control Number:**

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)

**ATTEST: [if required]**

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)

