

**CITY OF BILOXI
AGENDA ITEM
FACT SHEET**

Item No.: 5H

Council Meeting Date: October 20, 2026

ITEM TITLE: **RESOLUTION**

INTRODUCED BY: **Mayor Andrew "FoFo" Gilich**

CONTACT PERSON: **Rick Weaver, CAO**

Christy LeBatard, Director of Engineering

SUMMARY EXPLANATION:

Resolution Authorizing a Subrecipient Agreement with Back Bay Mission as Approved in the Program Year 2026 Community Development Block Grant (CDBG) Action Plan, A Component of the 2025-2029 CDBG Consolidated Plan

Resolution ✓ Ordinance _____ Public Hearing _____ Routine Agenda _____

Exhibits for Review

Contract ✓ Minutes _____ Plans/Maps _____ Deed _____ Lease _____

Other (Specify): _____

Submittal Authorization: Council President _____ Mayor ✓

STAFF RECOMMENDATION: Staff recommends approval

COUNCIL ACTION: Motion By: _____ Second By: _____

Vote:	Councilmember	Yes	No	AFR	ABST	Councilmember	Yes	No	AFR	ABST
	Gray	_____	_____	_____	_____	Tisdale	_____	_____	_____	_____
	Marshall	_____	_____	_____	_____	Glavan	_____	_____	_____	_____
	Nail	_____	_____	_____	_____	Shoemaker	_____	_____	_____	_____
	Creel	_____	_____	_____	_____					

ACTION TAKEN:

Resolution No.

RESOLUTION AUTHORIZING A SUBRECIPIENT AGREEMENT WITH BACK BAY MISSION AS APPROVED IN THE PROGRAM YEAR 2026 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ACTION PLAN, A COMPONENT OF THE 2025-2029 CDBG CONSOLIDATED PLAN

WHEREAS, the City of Biloxi, Mississippi is an “Entitlement City” under the terms of the United States Department of Housing and Urban Development (HUD), Community Development Block Grant Program (CDBG); and

WHEREAS, the regulations of the CDBG Entitlement Program require the preparation and adoption of a One-Year Action Plan that serves as the annual application of the City for CDBG Entitlement funds; and

WHEREAS, during the citizen participation process for development of both the 2025-2029 CDBG Consolidated Plan and the Program Year (PY) 2026 Action Plan, expanded access to short-term housing and utility assistance to qualifying individuals and families facing financial hardship residing in the City of Biloxi was identified as a high priority community need; and

WHEREAS, to address this community need, the City approved the PY2026 One-Year Action Plan for Housing and Community Development by Resolution Number 495-26 on August 4, 2026, budgeting Twenty Thousand Dollars (\$20,000.00) for a HUD-eligible public service activity to be provided by Back Bay Mission, based on the Biloxi nonprofit’s qualifications and experience administering similar federally-funded programs and activities; and

WHEREAS, the Subrecipient Agreement, attached as Exhibit A, identifies the HUD-requirements and City of Biloxi terms for use of the PY2026 CDBG public service activity funds to expand access to short-term housing and utility assistance to qualifying individuals and families facing financial hardship residing in the City of Biloxi; and

WHEREAS, Christy LeBatard, Director of Engineering and Public Works, recommends that it is in the best interest of the City of Biloxi that the Subrecipient Agreement, attached as Exhibit A, with Back Bay Mission be approved to expand access to short-term housing and utility assistance to qualifying individuals and families facing financial hardship residing in the City of Biloxi, as budgeted in the adopted PY2026 CDBG Action Plan.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF BILOXI, MISSISSIPPI, THAT:

SECTION ONE: The findings, conclusions, and statements of fact contained in the preamble are adopted and ratified.

SECTION TWO: The Mayor, on behalf of the City of Biloxi, is hereby authorized to execute the Subrecipient Agreement, attached as Exhibit A, with Back Bay Mission to provide expanded access to short-term housing and utility assistance to qualifying individuals and families facing financial hardship residing in the City of Biloxi with PY2026 CDBG funds in the amount of Twenty Thousand Dollars (\$20,000.00), as approved and budgeted in the PY2026 Action Plan.

SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF BILOXI, MISSISSIPPI AND BACK BAY MISSION

THIS AGREEMENT, entered this ____ day of _____, 2026, is by and between the CITY OF BILOXI (herein called the "GRANTEE") and Back Bay Mission (herein called the "SUBRECIPIENT").

WHEREAS, the Grantee has applied for and received Community Development Block Grant (CDBG) Entitlement Program funds from the United States Government under Title I of the Housing and Community Development Act of 1974, Public Law 93-383; and

WHEREAS, based on the Subrecipient's qualifications and experience administering similar federally-funded programs and activities, the Grantee has designated the Subrecipient as most appropriate to carry out the CDBG-eligible public service activity(s) identified in the Scope of Services; and

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds to benefit low- to moderate-income residents of the City of Biloxi by addressing high-priority, unmet community needs;

NOW, THEREFORE, it is agreed between the parties hereto that:

I. PURPOSE

A. This AGREEMENT sets forth the responsibilities of the Grantee and Subrecipient in accomplishing the objectives of the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant Entitlement Program, as set forth in the Housing and Community Development Act of 1974, as amended, (42 U.S.C. 5301 et seq.), hereinafter referred to as CDBG.

B. The Grantee is subgranting funds to the Subrecipient to be used to meet the CDBG Program's National Objective to principally benefit persons of low- to moderate-income, which is defined as 80 percent or less of the area's median income, by addressing the CDBG Program goals of providing residents with decent housing, a suitable living environment and expanding economic opportunities.

II. STATEMENT OF WORK

A. Scope of Work: The Subrecipient will be responsible for administering CDBG Entitlement Program Year 2026 funds, as identified in the Biloxi 2026 Action Plan, in compliance with all applicable HUD regulations, for the purpose of providing short-term housing and utility assistance to qualifying individuals and families in the City of Biloxi

facing financial hardship, as detailed in Subrecipient's PY2025 Public Services Subgrant Application and extended through to PY2026. This Emergency Assistance Program requires 100% of households receiving housing assistance through this public services activity qualify as low- to moderate-income households to qualify for participation in the City of Biloxi's CDBG-assisted program.

i. Subrecipient agrees to provide the following levels of program services during this Agreement's period of performance:

<u>Activity</u>	<u># of Clients Served</u>
Homeless Prevention Program	48/total
Provide direct assistance for rent and/or mortgage, utilities and/or other necessary residential deposits (City-owned utilities and deposits are not eligible to be Paid with CDBG funds)	

ii. Subrecipient agrees to provide required support documentation detailing the cost of housing assistance and case management services provided by Subrecipient provided through this Agreement.

B. Period of Performance: Public services provided by the Subrecipient shall begin October 1, 2026 and shall end by September 30, 2027 or at such time before then upon depletion of PY2026 CDBG Entitlement Program funds subgranted under this Agreement.

C. CDBG National Objectives: All activities funded with CDGB Entitlement Program funds must meet one of the Program's National Objectives: to principally benefit persons of low- to moderate-income; to prevent or eliminate slums or blight; or to meet needs having a particular urgency. By signing this Agreement, the Subrecipient certifies that the public service activity carried out under this Agreement will meet the National Objective of principally benefiting low- to moderate-income persons by limiting use of funds to Biloxi residents, at least 51 percent of whom are low- to moderate-income. The public service activity is an eligible use of CDBG funds per 24 CFR Section 570.208(a)(2).

D. Budget & Use of Funds: Grantee has budgeted a total of \$20,000.00 in PY2026 CDBG Entitlement Program funds to achieve the National Objective identified in the Scope of Work for this Agreement through the specified public service activity. The use of CDBG funds under this Agreement is limited to no more than three months of rent/mortgage and utility assistance for eligible program participants, acquired in compliance with applicable regulations at the time of execution of this Agreement.

By signing this Agreement, the Subrecipient acknowledges it is aware that applicable federal regulations and policies are in the process of being changed and that this Agreement is subject to being amended by the Grantee to include CDBG Entitlement Program changes.

III. RECORDS AND REPORTS

A. Audit Subrecipient shall allow the Grantee, HUD, and any of their authorized representatives access to financial records pertaining to this Agreement and use of the CDBG funds subject to the terms of this Agreement and for the purpose of audit or examination.

B. Monthly and Year End Reports Following execution of this Agreement, Subrecipient shall submit monthly reports to Grantee throughout the period of performance for this Agreement, as required for HUD reporting purposes. The reports shall provide, among other things, beneficiary information including documentation verifying the income-eligibility of each individual served and detailed budget information describing expenditures during the subject period of each report. Subrecipient also shall submit a year-end report documenting the total number of unduplicated clients with a breakout of beneficiaries by income, race and ethnicity.

C. Maintain Records Subrecipient shall maintain all financial records, supporting documents, statistical records, and all other records pertinent activities and expenditures subject to this Agreement for a period of four (4) years. The records retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under this Agreement are reported for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

D. Staffing Subrecipient shall provide management and other personnel to adequately perform the services prescribed by this Agreement.

E. Subrecipient shall be solely responsible for any and all taxes (federal, state and/or local), worker's compensation insurance, disability payments, social security payments, unemployment insurance payments, insurance, and any similar type of payments for the Subrecipient or any employee thereof and shall hold the Grantee harmless from any and all such payments.

F. Subrecipient shall document its files to provide a full description of each activity undertaken and demonstrate that each activity undertaken complies with the terms and objectives of this Agreement; demonstrate compliance with the fair housing and equal opportunity requirements and policies of the CDBG Entitlement Program; and comply with applicable federal financial records regulations.

IV. PAYMENT PROCEDURES

A. Subrecipient shall:

- i. Submit payment reimbursement requests, based on actual costs, with required supporting documentation on a monthly basis; and
- ii. Provide the Grantee with the monthly report information detailed in Section III on a timely basis; no reimbursement requests shall be processed by Grantee until Subrecipient is in compliance with all applicable requirements of this Agreement including submittal of monthly reports.

B. Grantee shall:

- i. In consideration for public services rendered by the Subrecipient, pay a total sum not to exceed the CDBG Program Year 2026 funded amount of \$20,000.00, upon verification of full compliance with all terms of this Agreement and applicable federal regulations and policies;
- ii. Monitor the operations of Subrecipient activities under this Agreement to assure compliance with applicable federal requirements, contract provisions and achievement of performance goals; and
- iii. Reimburse the Subrecipient upon receipt and review of a payment request on the provided form that includes the required supporting documentation from the Subrecipient.

V. UNIFORM ADMINISTRATIVE REQUIREMENTS

Subrecipient agrees to comply with all applicable federal, state, and local laws and regulations governing the CDBG funds provided under this Agreement including CFR Title 2, Subtitle A, Chapter 11, Part 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards and 24 CFR Part 84 (Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations). Subrecipient shall comply with applicable Biloxi Standard Operating Procedures for CDBG Subrecipients, documenting compliance through submittal to Grantee of all required forms provided in the Appendices to the Standard Operating Procedures for CDBG Subrecipients.

VI. OTHER PROGRAM REQUIREMENTS

- A. The Subrecipient will carry out its activities under this Agreement in compliance with the requirements of Subpart K of 24 CFR 570, except that the Subrecipient does not assume

the Grantee's environmental responsibilities or the responsibility for initiating the environmental review process under 24 CFR Part 52.

- B. Audits: In accordance with 24 CFR 570.502 and local requirements, the Subrecipient shall submit an audit complying with the Single Audit Act of 1984 to the Grantee in addition to the audit-related forms provided as Appendices to the Biloxi Standard Operating Procedures for CDBG Subrecipients.
- C. Client data: Subrecipient shall maintain client data demonstrating client eligibility for the CDBG-funded public services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and a description of services provided. Such information shall be available for review by the Grantee or its designees upon request, as identified in the Biloxi Standard Operating Procedures for CDBG Subrecipients.
- D. Prohibition of Political or Religious Activity: There shall be no religious worship, instruction or proselytization as part of, or in connection with, the performance of this Agreement. None of the funds, materials, property or services under this Agreement shall be used in the performance of this Agreement for any partisan political activity, including lobbying, as specified in CFR Title 2, Subtitle A, Chapter 11, Part 200 regarding Cost Principles for Nonprofit Organizations or to further the election, defeat, recall, impeachment, appointment or dismissal of any candidate for or from any public office.
- E. Discrimination Prohibited: The Subrecipient shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, condition or privileges of employment on a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, or sex.
- F. Merger or Integration: This Agreement constitutes the entire Agreement between the Subrecipient and the Grantee with respect to the subject matter hereof; there are no other further written or oral understandings or Agreements with respect hereto.
- G. Modification, Assignment or Subcontracting Absent Prior Written Consent:
No variation or modification of this Agreement and no waiver of its provisions shall be valid unless in writing and signed by the duly authorized officers of the Subrecipient and the Grantee. Any alterations, additions or deletions to the terms of this Agreement, which are required by the enactment of legislation, regulations and directives, are automatically incorporated into this Agreement on the date designated by law, regulation or directive. None of the CDBG-funded activities to be performed by the Subrecipient under this contract may be subcontracted.
- H. Amendment: Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations, and approved

by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release Grantee or Subrecipient from its obligations under this Agreement. The Grantee may, in its discretion, amend this Agreement to conform with federal, state, or local governmental guidelines, policies, and available funding amounts, or for other reasons. If such amendments result in a change in the funding or the scope of work to be undertaken as part of this Agreement, such modification will be incorporated only by a written amendment signed by both Grantee and Subrecipient.

- I. Monitoring: As required by HUD and detailed in Biloxi Standard Operating Procedure for CDBG Subrecipients #16-04, the Subrecipient will be monitored on performance by the Grantee before final disbursement of CDBG funds and closeout of activities under this Agreement. A monitoring report summarizing the review will be provided to the Subrecipient and any conclusions made must be cleared before close out.
- J. Close-outs: The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during the close-out period shall include, but are not limited to: making final payments, disposing of program assets (including accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds.
- K. Hold Harmless: To the fullest extent permitted by law, the Subrecipient agrees to indemnify, pay in behalf of, and hold harmless the Grantee, its elected and appointed officials, employees, volunteers, boards, commissions and others working on behalf of the Grantee, against any and all claims, demands, suits, losses, including all costs connected therewith for any damages which may be asserted, claimed or recovered against or from the grantee, by reason of personal injury, including bodily injury and death, and/or property damage, including loss of use thereof, which arises out of, or is in any way connected or associated with the activity authorized by this Agreement.
- L. Confidentiality: The use or disclosure of information by the Grantee concerning public services, applicants or recipients obtained in connection with the performance of the Agreement shall be restricted to the purposes directly connected with the administration of the services provided under this Agreement. Such information shall not be used for any other purpose unless required by law, statute or other legal process.
- M. Copeland "Anti-Kickback" Act: The Subrecipient shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C.874) as supplemented in Department of Labor regulations (29 CFR part 3) and as applicable. (Applies to contracts and subgrants for construction or repair)
- N. Conflict of Interest: The Subrecipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include, but are not limited to, the following:
 - i. The Subrecipient shall maintain a written code or standard of conduct that shall govern the performance of its officers, employees or agents engaged in the award and

administration of contracts supported by Federal funds. Subrecipient shall comply with the Biloxi Standard Operating Procedure (SOP) for CDBG Subrecipients #16-11 Conflict of Interest Policy and Procedures and provide Grantee with completed forms in Appendices to the SOP, as applicable to this program requirement.

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

iii. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who is 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 Agreement, 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 Grantee, the Subrecipient, or any designated public agency.

iv. In the procurement of supplies, equipment, construction, and services by Subrecipients, the conflict of interest provisions in 24 CFR 85.36 and 24 CFR 84.42, respectively, shall apply. In all cases not governed by 24 CFR 85.36 and 84.42, the provisions of this section shall apply. Such cases include the acquisition and disposition of real property and the provision of assistance by the Grantee or by its Subrecipient to individuals, businesses, and other private entities under eligible activities that authorize such assistance.

VII. SUSPENSION AND TERMINATION

A. In accordance with 24 CFR 85.43, the Grantee may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any term of this Agreement, which includes, but is not limited to the following:

i. 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 directives as may become applicable at any time;

ii. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;

iii. Ineffective or improper use of funds provided under this Agreement; or

iv. Submission by the Subrecipient to the Grantee of reports that are incorrect or incomplete in any material respect.

v. Also, in accordance with 24 CFR 85.44, this Agreement may be terminated by the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

VIII. NOTICES

Communication and details concerning this Agreement shall be directed to the following contract representatives:

A. <u>Grantee:</u>	<u>City of Biloxi</u>
Point of Contact:	<u>Paula Snyder, Federal Programs Manager</u>
Address:	<u>P.O. Box 429, Biloxi, MS 39533</u>
 B. <u>Subrecipient:</u>	 <u>Back Bay Mission</u>
Point of Contact:	<u>James Pennington, Executive Director</u>
Address:	<u>P.O. Box 288, Biloxi, MS 39533</u>

The undersigned indicate by their signatures that they are authorized to act on behalf of their respective party in this capacity.

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

Grantee: City of Biloxi

Subrecipient: Back Bay Mission

Signature:

Signature:

A.M. Gilich, Jr
Mayor

James Pennington
Executive Director

Date

Date