

FY2024 EP FOSTER LIBRARY REHABILITATION PROJECT GRANT FUNDING

SUBRECIPIENT AGREEMENT NO. _____

FOR

COUNTY OF VENTURA

EP FOSTER LIBRARY REHABILITATION PROJECT FUNDING

This Agreement is entered in duplicate on the date last signed below by and between the City of San Buenaventura, a California charter law municipal corporation, as RECIPIENT (hereinafter referred to as "CITY"), and County of Ventura, as SUBRECIPIENT.

RECITALS

This Agreement sets forth the responsibilities of CITY and SUBRECIPIENT in accomplishing the objectives of the United States Department of Housing and Urban Development ("HUD") Community Project Funding Grant ("CPF") as set forth in the Consolidated Appropriations Act, 2023 (Public Law 117-328) (the FY2023 Act). The CPF program related thereto are referred to from time to time as the "CPF" or "CP FUNDS."

On March 2, 2023, City received a Grant Award Letter ("Award Letter") from HUD by which HUD proposed to award a grant in the amount of \$750,000, Grant Number B-23-CP-0092 (the "Grant"), to City for a project entitled EP FOSTER LIBRARY REHABILITATION PROJECT, (the "Project"), which Award Letter is attached hereto as Exhibit C.

Along with the Award Letter, HUD provided City with a Grant Agreement, which delineates City's duties as a grant recipient (Exhibit D), and a Community Project Funding Grant Guide ("CPFGG," Exhibit E). Both the Grant Agreement and CPFGG are incorporated herein by reference.

Pursuant to Article III, Section H of the Grant Agreement, City is authorized by HUD to subaward some or all of the Grant funds to one or more subrecipients, "subject to the requirements 2 CFR Part 200," as well as "other requirements provided by [the] Grant Agreement."

CITY agrees to engage the services of SUBRECIPIENT, and SUBRECIPIENT agrees to perform the services for CITY, for the terms hereinafter described, and subject to the covenants and conditions herein set forth.

1. SUBRECIPIENT Services

SUBRECIPIENT agrees to perform the tasks, obligations, and services set forth in the “Scope of Work” attached to this Agreement as Exhibit A and incorporated herein by reference.

2. Payment for Services

Payments shall be distributed by CITY to SUBRECIPIENT for the services rendered and expenses incurred related to the approved project budget and in accordance with grant guidelines.

3. Availability of Funds/Modifications

CITY’s provision of funding to SUBRECIPIENT pursuant to this Agreement is contingent on the availability of CP FUNDS and continued Federal authorization for CPF PROGRAM activities and is subject to amendment or termination due to lack of funds or authorization. This Agreement is subject to written modification and termination as necessary by CITY in accordance with requirements contained in any future Federal or local legislation, regulations, rules or policies.

4. Obligation of Funds

SUBRECIPIENT shall not commit or spend any project funds (HUD or non-HUD funds) on hard costs or take any choice limiting actions, until all environmental review has been completed and certified by HUD in accordance with HUD’s NEPA-implementing regulations 24 CFR Part 50 or 24 CFR Part 58, and all appropriate federal environmental and historic preservation laws, regulations, and Executive Orders. and CITY has received a written “Release of Funds and Certification.” from HUD, as applicable.

5. Term of Agreement

The term of this Agreement shall retroactively be from **December 29, 2022** to **August 31, 2031**.

6. Period of Performance

SUBRECIPIENT shall not perform any work under this Agreement until (i) SUBRECIPIENT furnishes proof of insurance or self- insurance as required under Section 20 of this Agreement, and (ii) CITY gives SUBRECIPIENT a written, signed and numbered purchase order (which shall serve as an Authorization to obligate funds and incur costs). Notwithstanding the preceding sentence, work performed under this Agreement between December 29, 2022, and SUBRECIPIENT’s furnishing the above proof of insurance or self-insurance and CITY’s giving SUBRECIPIENT the above purchase order shall be reimbursed from the Grant, after such proof of insurance or self-insurance has been furnished. All services required of SUBRECIPIENT under this Agreement shall be completed on or before the end of the term of this Agreement.

7. Designated Representative

(a) CITY's representative is as follows:

Name and Title: Katrina Titus, Senior Management Analyst
Post Office Address: 501 Poli Street, Room 201
Ventura, CA 93001
E-mail Address: ktitus@cityofventura.ca.gov
Telephone No.: 805-654-7836

(b) SUBRECIPIENT's representative, who shall be responsible for job performance, negotiations, contractual matters and coordination with the CITY Representative, is as follows:

Name and Title: Nancy Schram, Library Director
Post Office Address: 5600 Everglades Street, Suite A
Ventura, CA 93003
E-mail Address: nancy.schram@ventura.org
Telephone No.: 805-677-7158

SUBRECIPIENT's professional services shall be actually performed by, or shall be immediately supervised by, SUBRECIPIENT's representative.

8. Compliance

SUBRECIPIENT agrees that it shall have the same obligations to CITY that CITY has undertaken to HUD pursuant to the Grant Agreement, Grant Award Letter, and CPFGG.

SUBRECIPIENT's must comply with all Federal laws and regulations, including, but not limited to, those described in Grant Agreement Articles III, IV, V & VI ("Award-Specific Requirements," "General Federal Requirements," "Drawdown Requirements," and "Program-Specific Reporting Requirements," respectively).

SUBRECIPIENT further agrees to comply with any environmental, procurement, construction, and other guidelines provided by CITY and/or the CPFGG. SUBRECIPIENT must comply with all local code regulations, and SUBRECIPIENT's services must conform to those standards.

As required by Section 30, SUBRECIPIENT shall obtain any permits, licenses and certificates which may be necessary for its performance under this Agreement. Failure to meet established performance goals and standards and/or non-compliance with applicable rules and regulations shall constitute non-compliance with the terms of this Agreement. CITY is entitled to use one or more of the following remedies for non-compliance: temporarily withhold cash payments pending correction of deficiencies by SUBRECIPIENT; disallow all or part of the cost of the activity or action not in compliance; wholly or partly suspend or terminate the current award for SUBRECIPIENT's program; withhold further awards for the program; and/or take other remedies allowed by law.

9. Subcontracts

SUBRECIPIENT shall incorporate the same or substantially equivalent requirements as are contained in this Agreement in all subcontracts which utilize any Grant and/or support the Project covered by this Agreement. When project(s) utilize(s) Grant funds and other funding sources, all such funds shall be subject to Grant requirements, as described in this Agreement, as well as Exhibits C, D and E. SUBRECIPIENT, by entering into any such subcontract for performance of any portion of its Project, is not relieved of its responsibilities to CITY as set forth in this Agreement.

10. Non-Discrimination/Grievance Procedures

No person with responsibilities in the operation of any project under this Agreement will discriminate because of race, color, national origin, age, sex, political affiliation, disability, or marital or familial status.

SUBRECIPIENT will ensure that every effort is made to provide equal opportunity to every potential minority and women's business vendor, contractor and subcontractor.

11. Standard of Conduct/Conflict of Interest and Lobbying

No member, officer or employee of SUBRECIPIENT or its designee or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the process thereof, for work to be performed in connection with the program activities assisted under this Agreement.

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

No covered persons who exercise or have exercised any functions or responsibilities with respect to Grant-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 Grant-assisted activity, or with respect to proceeds from the Grant-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 Section, 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.

By entering into this Agreement, SUBRECIPIENT certifies:

a) No Federal appropriated funds have been paid or will be paid, by or on behalf of SUBRECIPIENT, 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 the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b) 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, SUBRECIPIENT shall complete and submit Standard Form LL, "Disclosure Form to Report Lobbying," in accordance with its instructions, and other Federal disclosure forms as requested.

c) SUBRECIPIENT 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.

12. Fiscal Control

SUBRECIPIENT shall be responsible for the internal control and monitoring of fiscal and programmatic/operational goals and procedures. SUBRECIPIENT shall establish such fiscal controls and fund accounting procedures as required by Federal regulations, or as may be deemed necessary by HUD and CITY to ensure the proper dispersal of, and accounting for, funds paid to SUBRECIPIENT under the Grant Guidelines.

a) Disbursement of Funds: Grant funds shall generally be disbursed by CITY to SUBRECIPIENT within thirty days of receipt of invoice for services rendered or expenses incurred related to the approved project budget.

b) Deposit of Funds: SUBRECIPIENT shall maintain separate accounts within established bookkeeping systems for the deposit of Grant Funds.

c) Payment by CITY is not to be construed as final in the event HUD disallows reimbursement for the project or any portion thereof. Reasonable back-up documentation, as specified by CITY, shall be submitted by SUBRECIPIENT with request for payment.

d) SUBRECIPIENT shall be liable for all amounts which are determined to be due by HUD including, but not limited to, disallowed cost which are the result of SUBRECIPIENT's or its contractor's conduct under this Agreement. SUBRECIPIENT shall be notified in writing and shall be permitted to respond regarding any controversy or proceeding between CITY and HUD arising from this Agreement.

e) All financial transactions must be supported by complete and verifiable source documents. Records shall provide a clear audit trail and shall be maintained as specified in Section 16 of this Agreement.

13. Program Income

Program income requirements are defined in section 2 CFR 200.307 and are described as gross income received by SUBRECIPIENT and directly generated from the use of CPF FUNDS. SUBRECIPIENT has stated they will not collect any program income through the use of Grant Funds.

14. Equipment

Equipment, which shall be defined as tangible, nonexpendable, personal property having a useful life of more than one (1) year and an acquisition cost of \$1,000 or more per unit, is eligible for purchase using Grant Funds only upon prior approval of CITY and subject to all relevant conditions in the Grant Agreement and Federal law. Such equipment shall be used by SUBRECIPIENT in the project for which it was acquired as long as needed, regardless of whether such project continues to be supported by Federal funds; at the time, equipment may be used in other activities currently or previously supported by a Federal agency. Use of such equipment is also subject to provisions of 2 CFR Part 200.313(c) and (4). SUBRECIPIENT shall also establish procedures for managing equipment, which meet the requirements of 2 CFR Part 200.313(d). Further, proceeds from disposition of such equipment shall be treated as program income as specified in Section 13 and 14 of this Agreement.

15. Records and Reports

SUBRECIPIENT agrees to supply to CITY, on at least a semiannual basis (or more frequently period if so designated in Exhibit A – Scope of Services), any progress reports and/or other documentation as may be required by CITY to audit performance of this Agreement and/or to enable CITY to analyze and evaluate SUBRECIPIENT's program. SUBRECIPIENT shall maintain separate accounting and financial records for each funding (revenue) source in support of the project(s).

a) Expenditure Summary and Payment Request (ESPR). SUBRECIPIENT shall submit ESPR and supporting documents for payment to CITY no later than 15 calendar days after the end of the 6-month reporting period. The first of these reporting periods begins on the first of January. SUBRECIPIENT will be responsible for making any corrections to the ESPR requested by HUD. The Expenditure Summary and Payment Request must be in alignment with the approved project budget (found in Exhibit A, scope of services), and any changes to any line items must be approved by HUD and the CITY.

SUBRECIPIANT is prohibited from making project or budget changes that would conflict with the Applicable Appropriations Act Conditions described in Article III, section D of the Grant Agreement.

b) Progress Reports: Progress reports shall be made on a form substantially similar to Exhibit A (Scope of Work), and shall address project status and, if applicable, an explanation of any problems/delays encountered and/or anticipated and measures to be taken to correct such problems; revised milestones including anticipated schedule for project completion; direct benefit statistics; and a summary of expenditures, obligations, program income, and drawdown to date.

c) Completion Report: SUBRECIPIENT shall prepare and submit to CITY a Completion Report within ninety (90) days of project completion. It shall include the following documentation, using templates if available from HUD's Disaster Recovery Grant Reporting (DRGR) system when possible:

- 1) A Certification of Project Completion.
- 2) A Grant Closeout Agreement.
- 3) A final financial report giving the amount and types of project costs charged to the grant (that meet the allowability and allocability Page 8FY 2023 COMMUNITY PROJECT FUNDING GRANT AGREEMENT NO. B-23-CP-CA-0092 requirements of 2 CFR part 200, subpart E); a certification of the costs; and the amounts and sources of other project funds.
- 4) A final performance report providing a comparison of actual accomplishments with the objectives of the Project, the reasons for slippage if established objectives were not met and additional pertinent information including explanation of significant cost overruns.
- 5) A final property report, if specifically requested by HUD at the time of closeout.

16. Agreement Responsibility for Monitoring and Records

HUD, the Office of the Inspector General (OIG), and the designated representatives of CITY, and other appropriate officials shall have access to all personnel records, management information, and fiscal data of SUBRECIPIENT and any agency or contractor with whom SUBRECIPIENT executes a subcontract necessary to carry out the Project for monitoring purposes. SUBRECIPIENT shall respond in a timely manner to all identified corrective action needs as a result of HUD, CITY, or other monitoring. SUBRECIPIENT shall submit to CITY all required reports and monitoring corrective action plans on a timely basis, as delineated by CITY. Records shall be maintained as follows:

a) SUBRECIPIENT agrees to retain all pertinent records relating to the Grant or the Project, including financial records, until advised by CITY that further retention is unnecessary. Generally, records shall be retained for a period of four (4) years from the end of the fiscal year in which the last project covered by CITY's annual agreement with HUD is completed. Records shall be open and available for inspection by auditors and/or other staff assigned by HUD and/or CITY during the normal business hours of

SUBRECIPIENT. If at the end of such five (5) year period (fiscal year plus four years), there is ongoing litigation, claims, negotiations, audit or other action involving SUBRECIPIENT's or CITY's records, which has started before expiration of the five (5) year period, SUBRECIPIENT will retain the records until the completion of the action and resolution of all issues which arise from it as stated in 2 CFR Part 200.333.

b) Consistent with applicable state and local laws regarding privacy and obligations of confidentiality, SUBRECIPIENT must provide citizens with reasonable access to records on the past use of Grant funds.

c) Records for nonexpendable property shall be retained for a period of five (5) years after final disposition of the property, if applicable.

17. Inspection Rights

SUBRECIPIENT agrees to allow CITY to inspect the physical premises of any project(s) upon 24-hour advance notice.

18. Request for Technical Assistance

SUBRECIPIENT shall refer to the HUD grant officer, Njeri Santana-Carter , in CGD at Njeri.a.santana@hud.gov any regulatory or procedural questions regarding operation of its CPF PROGRAM and keep the designated CITY representatives informed of all communication. All formal requests for technical assistance to the CITY shall be submitted in writing. Requests should specify the problem area, particular assistance being requested and proposed solution if applicable. Informal questions regarding day-to-day program operation may be directed to the designated CITY representative.

19. Insurance

Prior to commencing performance of the services required by this Agreement, and at all other times this Agreement remains in effect, SUBRECIPIENT shall procure and maintain in full force and effect all of the insurance or self-insurance required by Exhibit B attached hereto and by this reference incorporated herein.

20. Hold Harmless

SUBRECIPIENT shall hold CITY and CITY's officers, employees, agents and volunteers harmless and free from any and all claims, liabilities or expenses, including attorney's fees, arising out of or relating to any negligent act, negligent omission, or other wrongful conduct related in any way to SUBRECIPIENT'S performance of its services pursuant to this Agreement. In the event CITY and/or any of CITY's officers, employees, agents or volunteers are named in any lawsuit, or should any claim be made against it or any of them by lawsuit or otherwise arising out of or relating to such negligent act, negligent omission or other wrongful conduct, SUBRECIPIENT shall indemnify them for any judgment rendered against them, any sums paid out in settlement or otherwise, and all costs incurred by them in their defense, including, but not limited to attorney's fees.

SUBRECIPIENT also understands and agrees that it is being employed to perform the services provided for by this Agreement because of SUBRECIPIENT'S professed expertise and experience in performing the services provided for under this Agreement. In addition, SUBRECIPIENT understands and agrees that while CITY and CITY's officers, employees, agents and volunteers, may elect to do so, they have no duty to review, inspect, or supervise the work performed by SUBRECIPIENT pursuant to this Agreement. Therefore, SUBRECIPIENT waives any right of contribution or indemnity against CITY or any of CITY's officers, employees, agents and volunteers arising out of such failure to inspect, review, monitor or supervise the work performed by SUBRECIPIENT pursuant to this Agreement.

21. Covenants and Conditions

Each term and each provision of this Agreement to be performed by SUBRECIPIENT shall be construed to be both a covenant and a condition.

22. Termination

a) Termination of Agreement for Convenience: This Agreement may be terminated by either party after thirty (30) days written notice of intention to terminate, setting forth the reasons and the effective date of such termination, provided, however, that no notice of termination given by SUBRECIPIENT shall be effective unless HUD has agreed to release CITY from its obligations pursuant to the Program Activity(ies). Alternatively, this Agreement will automatically terminate if the United States Government terminates the Grant or terminates the Program Activity(ies) which is/are the subject of this Agreement.

b) Termination of Agreement for Cause: The parties understand that pursuant to CITY's execution of the HUD application, CITY assumed responsibility for the performance of the projects. If for any reason SUBRECIPIENT fails to fulfill in a timely and proper manner its obligations under this Agreement to undertake, conduct or perform the project(s) identified in this Agreement, or if SUBRECIPIENT violates any of the covenants, agreements, or stipulations of this Agreement, CITY shall have the right to terminate this Agreement by giving written notice of such termination and specifying the effective date thereof at least (5) days before the effective date of such termination. Notwithstanding the above, SUBRECIPIENT shall not be relieved of liability to CITY for damages sustained by CITY by virtue of any payments to SUBRECIPIENT for the purpose of set-off until such time as the exact amount of damages due CITY from SUBRECIPIENT is determined.

SUBRECIPIENT hereby expressly waives any and all claims for damages for compensation arising under this Agreement except as set forth in this Section 23 in the event of such termination.

23. Effect of Termination

Upon termination, as stated in Section 3 or 22 of this Agreement, CITY shall be liable to SUBRECIPIENT only for work done by SUBRECIPIENT up to and including the

date of termination of this Agreement, unless the termination is for cause, in which event SUBRECIPIENT need be compensated only to the extent required by law.

24. Taxpayer Identification Number

SUBRECIPIENT shall provide CITY with a complete Request for Taxpayer Identification Number and Certification, Form W-9 (Rev. October 2018), as issued by the Internal Revenue Service.

25. Modification of Agreement

This Agreement may be modified only upon mutual written consent of CITY and SUBRECIPIENT.

26. Use of the term "CITY"

Reference to "CITY" in this Agreement includes CITY Manager, the designated CITY representative, or any authorized representative acting on behalf of CITY, except that any such individual shall not be held individually responsible for any duty or liability accruing to CITY due to this Agreement.

27. Notices

All notices given, or required to be given, pursuant to this Agreement shall be in writing and may be given by personal delivery or by U.S. mail. Notice sent by mail shall be addressed to each party's designated representative as set forth above. When addressed in accordance with Section 7, such notice shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices shall be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this Section.

28. Permits and Licenses

SUBRECIPIENT, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

29. Waiver

A waiver by CITY of any breach of any term, covenant, or condition contained in this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement whether of the same or different character.

30. Governing Law

The terms of this Agreement shall be interpreted according to the laws of the State of California. Should litigation occur, venue shall be in the Superior Court of Ventura County.

31. Specific Conditions

SUBRECIPIENT agrees to the following specific conditions: **NONE**

34. Assignment

SUBRECIPIENT shall not assign its benefits and/or burdens under this Agreement without the express written approval of CITY, and any attempt by SUBRECIPIENT to assign those benefits or burdens without such written approval shall be null and void.

35. Integrated Agreement

This Agreement represents the entire Agreement between CITY and SUBRECIPIENT with respect to the subject matter set forth herein, and all preliminary negotiations and agreements are deemed a part of this Agreement. No verbal agreement or implied covenant shall be held to vary the provisions of this Agreement. This Agreement shall bind and inure to the benefit of the parties to this Agreement and any subsequent successors and assigns.

36. Counterparts

This Agreement may be executed in one or more counterparts with each counterpart being deemed an original. No counterpart shall be deemed to be an original or presumed delivered unless and until the counterparts executed by the other parties hereto are in the physical possession of the counterpart(s) executed by the party or parties seeking enforcement thereof.

37. Authority to Execute

The person or person executing this Agreement on behalf of any party warrants and represents that he/she/they has/have the authority to execute this Agreement on behalf of their party and has/have the authority to bind their party to the performance of its obligations hereunder.


In Witness Whereof, the parties have signed this Agreement on the dates set forth below.

CITY OF SAN BUENAVENTURA

By: _____
Bill Ayub
City Manager

Date: _____

APPROVED AS TO FORM
Miles Hogan, Interim City Attorney

By: 

Christopher De La Vega (Jun 4, 2024 16:07 PDT)
Christopher de la Vega
Assistant City Attorney

Date: Jun 4, 2024

County of Ventura Authorized Representatives

By: _____
County of Ventura CEO or her Designee

Date: _____

By: _____
Nancy Schram, Library Director

Date: _____

Attachments:

Exhibit A - Scope of Work
Exhibit B - Insurance Requirements
Exhibit C – Grant Award Letter
Exhibit D – Grant Agreement
Exhibit E – CPF Grant Guide

**EXHIBIT A
COMMUNITY PROJECT FUNDING GRANT
EP FOSTER LIBRARY REHABILITATION PROJECT
SUBRECIPIENT AGREEMENT BETWEEN
THE CITY OF SAN BUENAVENTURA
AND
COUNTY OF VENTURA**

SCOPE OF WORK

Project Narrative

This project consists of the building assessment and infrastructure improvements of the E.P. Foster Library. Located at 651 East Main Street, Ventura, CA. The library consists of two buildings, one built in 1921 and the other built in 1959. Neither building has a sufficient HVAC system that would allow the library to serve as a cooling shelter during heat emergencies. This grant supports the installation of the HVAC system. The project also includes other critical upgrades of these historic buildings such as plumbing and electrical upgrades, ADA/accessibility improvements and necessary infrastructure to meet current building and safety code requirements. Collectively, these improvements will contribute to the overall sustainability and efficiency of the library while meeting the modern day needs of the community.

Both of the E.P. Foster Library buildings are owned by the City of Ventura and leased to and operated by the County of Ventura Library Services Agency. The County of Ventura will be the lead on this facility upgrade project and will be a subrecipient of this grant. The County of Ventura will take on tasks of project management, facility assessment, architectural plans, environmental review, hiring contractors for HVAC and other facility improvements. The County of Ventura will also prepare all the information needed for the reporting required by HUD, using templates available in the Disaster Recovery Grant Reporting (DRGR) system, while the City will verify and upload into the reporting system. While not officially designated as a historical site, the City will oversee the process related to the historical nature of the building. Additional funding sources for this project include a California State Library Building Forward Grant (\$8,726,671), County General Funds of \$750,000, and County/City equal matches of \$1,431,668 each. Further details on the budget can be found in Attachment A1.

The Project is currently in the assessment phase and the County is working to secure a contract with a local engineering and design firm. It is too early to identify the level of environmental impact this project may have. However, given that the initial scope of work is limited to infrastructure improvements only, it can be reasonably seen that the project would qualify for a CEQA exemption under Class 1 categorical exemption contained within Section 15300 of the CEQA Guidelines. Section 15300 defines categorical exemptions for classes of projects determined not to have a significant effect on the environment, and thereby qualify as exempt from the provisions of CEQA.

The project is anticipated to be completed by mid-2027. The complete project timeline (Attachment A2) and site location (Attachment A3) are attached.

Attachments:

A1 – Project Budget
A2 – Timeline
A3 – Site Location

ATTACHMENT A1 Project Budget

PROJECT BUDGET - STATE FUNDS	Total	Portion Indirect	Qtr begin	Qtr completed
Assessment - Facility	\$500,000	\$500,000	Qtr 1	Qtr 4
Architectural Plans	\$1,333,333	\$1,333,333	Qtr 4	Qtr 10
HVAC	\$1,833,332	\$916,666	Qtr 10	Qtr 16
Electrical	\$1,733,332	\$866,666	Qtr 10	Qtr 16
Plumbing	\$833,332	\$416,666	Qtr 10	Qtr 16
Basement Construction & Seismic - Foundations/Superstructure	\$333,332	\$166,666	Qtr 10	Qtr 16
Interior Construction and Finishes - Public and Staff areas	\$400,000	\$200,000	Qtr 10	Qtr 16
Site Improvements - Retaining wall, Lighting	\$333,332	\$166,666	Qtr 10	Qtr 16
Roofing	\$933,332	\$466,666	Qtr 10	Qtr 16
Exterior Enclosure	\$266,666	\$133,333	Qtr 10	Qtr 16
Contingency	\$226,680	\$113,340		
SUB-BUDGET (HUD CPF FUNDS ONLY)				
HVAC	\$750,000	\$250,000	Qtr 10	Qtr 16
PROJECT BUDGET - OTHER FUNDS				
HVAC, Electrical, Plumbing, Foundations/Superstructure, Interior Construction, Site Improvements, Roofing, Exterior Enclosure, Contingency	\$3,613,336	\$1,204,445	Qtr 1	Qtr 16
PROJECT BUDGET TOTAL	\$13,090,00	6,734,447		

ATTACHMENT A2 Timeline

Activity	Quarter or Month/Year Started	Quarter or Month/Year Completed
Complete project assessment	Mar-24	May-24
Complete project plans and drawings	Jun-24	Nov-24
Bid process and award	Dec-24	Mar-25
Permits and pre-construction; Implementation Plan and Budget can be updated at this time if needed	Apr-25	May-25
Construction	Jun-25	Jun-26
FFE and move in	Jul-26	Dec-26
Reopening	Jan-27	Feb-27

Activity Breakdown		
Assessment	Qtr 1	Qtr 4
Design and Permitting	Qtr 4	Qtr 10
HVAC (HUD CPF portion)	Qtr 10	Qtr 16
Electrical	Qtr 10	Qtr 16
Plumbing	Qtr 10	Qtr 16
Basement Construction/Foundation/Supersstructure	Qtr 10	Qtr 16
Interior Construction and Finishes	Qtr 10	Qtr 16
Site Improvements	Qtr 10	Qtr 16
Roofing	Qtr 10	Qtr 16
Exterior Enclosure	Qtr 10	Qtr 16

ATTACHMENT A3
Site Location



EXHIBIT B

INSURANCE REQUIREMENTS FOR EP FOSTER LIBRARY REHABILITATION PROJECT

Prior to contract approval, SUBRECIPIENT/CONSULTANT/CONTRACTOR/SELLER/BIDDER (hereafter referred to as “Contractor”) must procure, agree to maintain and supply evidence of insurance or self-insurance at the levels listed and in accordance with the other provisions listed in this document.

1. Coverage Types and Limits

a) Commercial General Liability (ISO CGL CG 00 01) - including coverage for bodily injury, property damage, products & completed operations, and personal injury arising from the contractor's activities. Commercial General Liability (CGL) per Occurrence Commercial General Liability Aggregate or Combined Single Limit (CSL)	\$1 million \$2 million
b) Auto Liability for owned, hired, and non-owned vehicles per Occurrence (or non-owned & hired if contractor has no autos). Auto Liability Aggregate or Combined Single Limit	\$1 million \$2 million
c) Worker's Compensation <i>with a Waiver of Subrogation in favor of the City</i> Employer's Liability	Statutory Limits \$500,000
d) Crime/Employee Dishonesty Policy <i>The Crime policy shall name The City of San Buenaventura as Loss Payee. Pertains to IT and Financial contracts. Contact Risk Manager for specific requirements.</i>	N/A
e) Professional Liability Policy <i>See item (v) below for examples of contractors that may need to supply evidence of this coverage.</i>	\$1 million
f) Cyber Liability Policy with Network Security/Data Privacy Coverage <i>Pertains to contracts with IT component. Contact Risk Manager for specific requirements.</i>	N/A
g) Technology E&O/Technology Professional Liability <i>Contact Risk Manager for specific requirements.</i>	N/A

2. Insurance Policy Provisions, Endorsements, and other Requirements

Contractor agrees to comply with the following additional requirements with respect to the insurance:

- a) Liability Coverage shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to City or any officer, employee, agent, or volunteer of City. As such, a Primary and Non-Contributory Endorsement (with coverage at least as broad as ISO CG 2001 04 13) is required on all liability policies. A letter of self-insurance will be accepted if it contains primary noncontributory language.
- b) Contractor waives its right of subrogation against the City. As such, a Waiver of Subrogation Endorsement is required on the Contractor's Worker's Compensation Excess policy. In addition, if Workers' Compensation is addressed in a letter of self-insurance, the letter must contain language that waives the Contractor's right to subrogate against the City.
- c) A "Blanket" Additional Insured Endorsement (a/k/a "automatic additional insured endorsement"), attached to the Commercial General Liability policy covering premises liability, ongoing operations, product liability, and completed operations is required. If a "Blanket" endorsement is not available, Contractor may submit a combination of the following endorsements: An Additional Insured Endorsement covering Premises and Ongoing Operations CG 20 10 04 13 or its equivalent (CG 20 26, CG 20 33, or CG 20 38) AND an Additional Insured Endorsement covering Completed Operations CG 20 37 04 13. Insurance Policies must be issued by an insurance company licensed to do business in the State of California with an *AM Best* rating of not less than A:VII. The city will accept equivalent wording on a letter of Self Insurance in lieu of these endorsements.
- d) Contractor shall require all sub-contractors or other parties hired by Contractor to perform any part of the services required by this Agreement to purchase and maintain all of the insurance specified above and submit evidence of all such insurance. Contractor shall obtain certificates evidencing such coverage and endorsements, and make reasonable efforts to ensure that such coverage is provided as required herein.
- e) No contract used by any Contractor, or contracts Contractor enters into on behalf of City, will reserve the right to charge back to City the cost of insurance required by this Agreement. When requested, Contractor shall provide City with all agreements with sub-Contractors or others with whom Contractor contracts on behalf of City, and with all certificates of insurance obtained in compliance with this paragraph. Failure of City

to request copies of such documents will not impose any liability on City, or its employees.

- f) In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, City has the right, but not the duty, to obtain the insurance it deems necessary to meet the requirements of this Agreement, and any premium paid by City for such insurance will be promptly reimbursed by Contractor, or, if not promptly reimbursed, deducted from any compensation to be paid by City to Contractor pursuant to this Agreement.
- g) Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only and is not intended by any party to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. Coverage shall not be limited to the specific location, individual, or entity designated as the address of the project or services provided for by this Agreement. Insurance coverage limits are subject to change based on the unique liability associated with each project over and above standard coverage limits at the discretion of the City's Risk Manager or their designee.
- h) In the event of any loss that is not insured due to the failure of Contractor to comply with these requirements, Contractor will be personally responsible for any and all losses, claims, suits, damages, defense obligations, and liability of any kind attributed to City, or City's officers, employees, agents, or volunteers as a result of such failure.

Please note:

- i) Automobile Liability insurance is not required if the Vendor and its employees does NO traveling in providing services for completion of the Agreement (e.g. telecommuting). If the Vendor has employees but no vehicles registered to the business (personal vehicles only), the non-owned and hired automobile liability coverage should be included in the Vendor's Commercial Auto Liability policy.
- j) Workers Compensation insurance is not required if the Contractor is a sole proprietor/partner/corporate officer with no employees. Otherwise, Worker's Compensation is required under CA Labor Code Section 3700. A Workers Compensation Insurance Waiver is required stating Contractor is a sole proprietor/partner/corporate officer with no employees. This waiver is to be included with the other submitted documents.

k) Professional Liability may be required for the following types of contractors. These are only examples and not an all-inclusive list. Contact Risk Manager for clarification and requirements.

Examples:

Appraisers, notaries, imaging of records, EOC plan, Fair Housing assessments, trainers

Chemists, auditors, insurance agents and brokers, lawyers, laboratories, surveyors, building inspectors, traffic engineering services.

Ambulance services, actuaries, counselors, medical providers. Also includes engineers, architects, construction managers, hazardous materials evaluators, environmental impact evaluators. All IT related projects, contractors and consultants.

l) Cyber Liability and Network Security/Data Privacy Coverage and Technology E&O/Technology Professional Liability coverage may be required in agreements that have an IT or data component. Contact Risk Manager for clarification and requirements.

EXHIBIT C



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

WASHINGTON, D.C. 20410-1000

OFFICE OF COMMUNITY PLANNING AND DEVELOPMENT

March 2, 2023

Barry Fisher
City of Ventura
501 Poli St.
Ventura, CA 93001
Email: bfisher@cityofventura.ca.gov

Dear Fisher:

In the Consolidated Appropriations Act, 2023 (Public Law 117-328) (the FY2023 Act), Congress made funding available \$2,982,285,641 for “grants for the Economic Development Initiative (EDI) for the purposes, and in amounts, specified for Community Project Funding/Congressionally Directed Spending” in the associated table included in the accompanying joint explanatory statement (JES). These “Community Project Funding” or “CPF” awards are administered by the Department of Housing and Urban Development (HUD).

HUD received the below information about your project as listed on the JES, which was printed in the Senate section of the Congressional Record on December 20, 2022 ([CREC-2022-12-20-pt3-PgS9325-2.pdf \(congress.gov\)](https://www.congress.gov/117/crec-2022/12-20-pt3-PgS9325-2/pdf/congress.gov)). A Grant Number (noted below) has been generated by HUD and will be the unique identifier for your project throughout the grant process.

Grantee:	City of Ventura
Project:	E.P. Foster Library Upgrades
Amount:	\$750,000
Grant Number	B-23-CP-CA-0094

Pursuant to the requirements associated with the FY2023 Act, this FY2023 Grant Award Letter outlines initial grant award requirements and information needed from you to prepare your FY2023 CPF Grant Agreement for execution. The Grant Award Letter also provides an overview of the steps to execute your Grant Agreement. Further detail is provided within the FY2023 CPF Grant Guide.

This “Grant Award Letter,” is included in the “Grant Award Package” transmitted with the corresponding email. The Grant Award Package also includes:

- the “FY2023 Community Project Funding Grant Guide” (FY2023 CPF Grant Guide),
- your FY2023 Community Project Funding Grant Agreement “FY2023 CPF Grant

- Agreement,” and
- standard forms required to execute your Grant Agreement.

A brief overview of these documents is below:

- 1) **FY2023 CPF Grant Guide:** The FY2023 CPF Grant Guide provides instructions for completing the requested information and filling out the required administrative forms to initiate your FY2023 CPF Grant Agreement. The FY2023 CPF Grant Guide also provides information on the requirements that will govern these funds, as provided by the FY2023 Act, and the cross-cutting requirements that generally apply to all HUD awards as provided by HUD regulations and other applicable Federal regulations and statutes.

The FY2023 CPF Grant Guide provides guidance and instructions for access to your grant funds and fulfilling the reporting requirements for this award. The FY2023 CPF Grant Guide provides guidance for various grant administration-related actions including the Disaster Recovery Grants Reporting (DRGR) system for the financial management of these grant funds and periodic reporting of project status and accomplishments for this grant. Please refer to this document as it includes important information and forms for accessing DRGR, as well as other information concerning reporting requirements.

- 2) **FY2023 CPF Grant Agreement for this Award:** The FY2023 CPF Grant Agreement specifies the applicable statutory provisions, regulations, and administrative requirements for this award. Please read this FY2023 CPF Grant Agreement carefully, including its incorporated appendices, which contain additional mandatory award terms as well as information specific to your award, such as your organization’s indirect cost information. Please make sure all grantee information and award-specific information is entered completely and accurately before signing this Agreement. The grantee’s Authorized Representative, or legal signatory, must sign and date the FY2023 CPF Grant Agreement. Please retain a “copy” (either electronic and/or printed) of the signed and dated document for your records pending receipt of the countersigned copy from HUD. Please also note that to ensure the Project Narrative and Approved Budget (Appendices 1 and 2) reflect the project and budget as approved by HUD at the time of grant execution, Appendices 1 and 2 will be added by HUD on the date that HUD signs the FY2023 CPF Grant Agreement as stated in Article III, sections A and B of the FY2023 CPF Grant Agreement.

- 3) **Standard Forms and Required Materials:**

- a. Form HUD-1044, Assistance Award/Amendment Form (Attached)
- b. Standard Form–424 Application for Federal Assistance:
<https://www.hudexchange.info/resource/306/hud-form-sf424/>
- c. SF-424-B, Assurances for Non construction Programs, or SF-424-D, Assurances for Construction Programs: <https://www.grants.gov/forms/sf-424-family.html>
- d. SFLLL Disclosure of Lobbying Activities (as applicable):
<https://www.hudexchange.info/resource/308/hud-form-sflll/>
- e. SF-1199A - Direct Deposit Sign-Up Form:
<https://www.hud.gov/sites/documents/attachmentvisf1199A.PDF>

Evidence of the American Bankers Association (ABA) number for your depository account, such as a VOIDED blank check, a deposit slip, or similar documentation. The SF1199A form is used to collect the information necessary to establish an account for the grantee in HUD's financial system. The form is to be completed by the grantee and grantee's financial institution.

Grant Award Process Overview

Below is a step-by-step walk-through of the process and necessary documents and forms to execute your FY2023 Grant Agreement. This process and the forms are also available in the FY2023 CPF Grant Guide, which can also be found on the program's webpage at:

https://www.hud.gov/program_offices/comm_planning/edi-grants.

Grant Award Process

- 1) HUD will email a Grant Award Package including:
 - a. FY2023 Grant Award Letter (this letter)
 - b. FY2023 CPF Grant Guide
 - c. FY2023 CPF Grant Agreement
 - d. Links to Standard Forms (see list above in number 3)
- 2) Grantee should review the Grant Award Package documents and send HUD the following:
 - a. Signed and dated FY2023 CPF Grant Agreement
 - b. Completed Standard Forms
 - c. Detailed Project Narrative: The detailed project narrative should:
 - i. capture the maximum anticipated scope of the proposal, not just a single activity that the CPF grant is going toward; and
 - ii. include all contemplated actions that are part of the project.
 - d. Line-Item Project Budget: The line-item budget should:
 - i. capture the maximum anticipated scope of the proposal including the use of the FY23 CPF grant funds in context of the full project budget; and
 - ii. include all contemplated actions that are part of the project, not just a single activity that the CPF grant is going toward.
- 3) Grantee should initiate or complete a Federal environmental review: If the grantee has not yet done so, they should initiate an environmental review, as applicable.
- 4) HUD reviews returned Grant Award Package for completeness: Once HUD receives a completed grant award package, HUD will review the project narrative and budget, standard forms, grantee-signed and dated FY2023 CPF Grant Agreement.
 - a. If complete, HUD will execute the FY2023 CPF Grant Agreement.
 - b. If information is missing, HUD will work with grantee to finalize the Grant Award Package.
- 5) Payment Process: Once the Grant Agreement is executed by the Grantee and HUD, HUD will assist the grantee in getting set up in HUD's financial system. Once set up in HUD's financial system, grantees will submit payment requests.

To assist you with understanding the materials that you have received, HUD will host a series of webinars and "office hours" starting the week of March 6, 2023, to review the

requirements and support grantees through the grant award process and beyond. HUD will send reminder emails prior to each session with the registration link.

Overview of the FY2023 Act

CPF grants are subject to several Federal requirements. HUD will provide additional information and further clarification regarding applicable requirements and the grant award process in upcoming webinars and additional technical assistance. The most essential requirements include:

- **Administrative Requirements:** CPF grants are subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 CFR Part 200.
- **Environmental Review Requirements:** CPF grants, like all projects funded by HUD, are subject to requirements under the National Environmental Policy Act (NEPA), HUD’s NEPA-implementing regulations at 24 CFR Part 50 or 24 CFR Part 58, and all appropriate federal environmental and historic preservation laws, regulations, and Executive Orders.
 - In keeping with the National Environmental Policy Act (NEPA) and HUD’s NEPA-implementing regulations at 24 CFR Part 50 or 24 CFR Part 58, **environmental reviews must be completed, and a Request for Release of Funds and Certification must be approved by HUD, as applicable, for all projects prior to taking any ‘choice limiting actions.’¹**
 - Environmental reviews must be completed before a grantee can undertake actions that prevent the grantee from taking an alternative action to minimize or avoid environmental harm, or that would have an adverse environmental impact (“choice limiting actions”). This step is required to avoid violations under 24 CFR 58.22 which provides limitations on activities pending clearance, and Section 110(k) of the National Historic Preservation Act which prohibits anticipatory demolition or significant harm of cultural and/or historic resources prior to completion of the historic preservation review process known as Section 106 review.
 - HUD defines the “Federal Nexus” for a program or project as the event that triggers the requirements for federal environmental review under a host of laws, regulations, and Executive Orders, including the prohibition on choice limiting actions.
- To be eligible, expenses must comply with applicable Federal requirements. This includes administrative requirements under 2 CFR Part 200, environmental laws, statutes and Executive Orders, and other “cross-cutting” federal requirements adhered to by HUD. In addition, environmental reviews are required for all HUD funded programs and project activities. This includes soft costs as well as hard costs.
- For FY2023 grants, the date of the FY 2023 Act’s enactment (December 29, 2022) is the date of eligibility for reimbursement for hard and soft costs and the date of the federal nexus

¹ Choice limiting actions constitute work, such as entering construction contract agreements/commitments and earth-moving activities/clearing/grubbing as well as building renovation/upgrades, that can have an adverse impact on cultural and / or historical resources or the environment, or prevent the avoidance, minimization, or mitigation of those impacts. Examples of ‘choice limiting actions’ include, but are not limited to, purchasing land, entering into contracts for property acquisition or construction, or physical work on the project.

for compliance with all environmental laws. Therefore, reimbursable/eligible hard costs can be incurred after enactment once a full environmental review is completed.

- HUD conducted a nationwide environmental review to clear activities such as administrative, planning, and operations and maintenance costs (including costs to prepare an environmental review).
 - After execution of the FY2023 CPF Grant Agreement, these soft costs may be reimbursed if incurred after December 29, 2022, and the costs would otherwise meet the allowability criteria in 2 CFR 200.403.
 - Hard costs can be reimbursed if incurred after a full environmental review is completed and the costs would otherwise meet the allowability criteria in 2 CFR 200.403.

Further explanation and guidance on choice limiting actions and the environmental review process, including historic preservation review, is included within the FY2023 CPF Grant Guide and on the program's webpage.

All information required for your grant award should be submitted via email to the dedicated mailbox at CPFGrants@hud.gov. In transmitting your information, please copy and paste the bolded information as the subject line of your email: **<Grant Number>: <Grantee Name>: Submission of Required Grant Materials**.

If you, or your staff, have any questions regarding how to complete or submit the required documents or about your grant in general, please feel free to contact Njeri Santana-Carter, in CGD at CPFGrants@hud.gov. Please note while your grant officer may change over time, we have a team approach to managing your project. Njeri Santana-Carter is the primary point of contact at HUD for this award and will be available to assist you. Include your grant number and grant name in all email correspondence.

We look forward to working with you on this important project!

Sincerely,



Robin J. Keegan
Deputy Assistant Secretary
Economic Development

ATTACHMENTS:

FY2023 Community Project Funding Grant Guide (Version 1)

FY2023 CPF Grant Agreement

Form HUD-1044 – Assistance Award/Amendment Form

EXHIBIT D
FY 2023 COMMUNITY PROJECT FUNDING
GRANT AGREEMENT NO. B-23-CP-CA-0094

Grantee Name: City of Ventura

Grantee Address: 501 Poli St. Ventura, CA 93001

Grantee's Unique Entity Identifier (UEI):

Grantee's Employer Identification Number (EIN)

Federal Award Identification Number (FAIN) B-23-CP-CA-0094

Assistance Listing Number and Name 14.251 Economic Development Initiative,
Community Project Funding, and Miscellaneous Grants

Period of Performance/Budget Period Start Date Date of grant obligation

Period of Performance/Budget Period End Date August 31, 2031

This Grant Agreement between the Department of Housing and Urban Development (HUD) and City of Ventura (the Grantee) is made pursuant to the authority of the Consolidated Appropriations Act, 2023 (Public Law 117-103) and the Explanatory Statement for Division L of that Act, which was printed in the Senate section of the Congressional Record on December 20, 2022 (Explanatory Statement).

In reliance upon and in consideration of the mutual representations and obligations under this Grant Agreement, HUD and the Grantee agree as follows:

ARTICLE I. Definitions

The definitions at 2 CFR 200.1 apply to this Grant Agreement, except where this Grant Agreement specifically states otherwise.

Budget period is defined in 2 CFR 200.1 and begins and ends on the dates specified above for the Period of Performance/Budget Period Start Date and Period of Performance/Budget Period End Date.

Period of Performance is defined in 2 CFR 200.1 and begins and ends on the dates specified above for the Period of Performance/Budget Period Start Date and Period of Performance/Budget Period End Date.

ARTICLE II. Total Grant Amount

Subject to the provisions of the Grant Agreement, HUD will make grant funds in the amount of \$750,000 available to the Grantee.

ARTICLE III. Award-Specific Requirements

A. Federal Award Description. The Grantee must use the Federal funds provided under this Grant Agreement (Grant Funds) to carry out the Grantee's "Project." Unless changed in accordance with Article III, section C of this Grant Agreement, the Grantee's Project shall be as described in the Project Narrative that is approved by HUD as of the date that HUD signs this Grant Agreement. For reference, HUD will attach this approved Project Narrative as Appendix 1 to the Grant Agreement on the date that HUD signs this Grant Agreement.

B. Approved Budget. The Grantee must use the Grant Funds as provided by the Approved Budget. Unless changed in accordance with Article III, section C of this Grant Agreement, the Approved Budget shall be the line-item budget that is approved by HUD as of the date that HUD signs this Grant Agreement. For reference, HUD will attach this approved line-item budget as Appendix 2 to this Grant Agreement on the date that HUD signs this Grant Agreement.

C. Project and Budget Changes. All changes to the Grantee's Project or Approved Budget must be made in accordance with 2 CFR 200.308 and this Grant Agreement. To request HUD's approval for a change in the Project or Approved Budget, the Grantee must submit a formal letter to the Director of HUD's Office of Economic Development - Congressional Grants Division through the assigned Grant Officer. The letter must be submitted by email to the assigned Grant Officer and must provide justification for the change. The email submitting the letter must also include a revised project narrative or revised line-item budget, as applicable, that includes the requested change. The Grantee is prohibited from making project or budget changes that would conflict with the Applicable Appropriations Act Conditions described in Article III, section D of this Grant Agreement. The assigned Grant Officer for this grant is provided in the Award Letter for this grant and found on HUD's website. The HUD Office of Economic Development – Congressional Grants Division will notify the Grantee in writing, by email, whether HUD approves or disapproves the change. Before the Grantee expends Grant Funds in accordance with any change approved by HUD or otherwise allowed by 2 CFR 200.308, the Grantee must update its grant information in Disaster Recovery Grant Reporting (DRGR) to reflect that change.

D. Applicable Appropriations Act Conditions. The conditions that apply to the Grant Funds as provided by the Consolidated Appropriations Act, 2023 and the Explanatory Statement are hereby incorporated and made part of this Grant Agreement. In the event of a conflict between those conditions, the conditions provided by the Act will govern. The Grant Funds are not subject to the Community Development Block Grants regulations at 24 CFR part 570 or Title I of the Housing and Community Development Act of 1974.

E. In accordance with 2 CFR 200.307(b), costs incidental to the generation of program income may be deducted from gross income to determine program income, provided these costs have not been charged to the grant. As authorized under 2 CFR 200.307(e)(2), program income may be treated as an addition to the Federal award, provided that the Grantee uses that income for allowable costs under this Grant Agreement. In accordance with 2 CFR 200.307(b), costs incidental to the generation of program income may be deducted from gross income to determine program income, provided these costs have not been charged to the grant. Any program income that cannot be expended on allowable costs under this Grant Agreement must be paid to HUD before closeout of the grant, unless otherwise specified by an applicable Federal statute.

F. The Grantee must use the Grant Funds only for costs (including indirect costs) that meet the applicable requirements in 2 CFR part 200 (including appendices). The Grantee's indirect cost rate information is as provided in Appendix 3 to this Grant Agreement. Unless the Grantee is an Institution of Higher Education, the Grantee must immediately notify HUD upon any change in the Grantee's indirect cost rate during the Period of Performance, so that HUD can amend the Grant Agreement to reflect the change if necessary. Consistent with 2 CFR Part 200, Appendix III (C.7), if the Grantee is an Institution of Higher Education and has a negotiated rate in effect on the date this Grant Agreement is signed by HUD, the Grantee may use only that rate for its indirect costs during the Period of Performance.

G. The Grantee must comply with any specific award conditions that HUD may attach to this Grant Agreement as provided by 2 CFR 200.208. If applicable, these conditions will be listed or added as Appendix 5 to this Grant Agreement.

H. The Grantee is responsible for managing the Project and ensuring the proper use of the Grant Funds. The Grantee is also responsible for ensuring the completion of the Project, the grant closeout, and compliance with all applicable federal requirements. The Grantee may subaward all or a portion of its funds to one or more subrecipients, as identified in the Project Narrative (Appendix 1) or as may be approved by HUD in accordance with 2 CFR 200.308. All subawards made with funding under this Grant Agreement are subject to the subaward requirements under 2 CFR Part 200, including 2 CFR 200.332, and other requirements provided by this Grant Agreement. The Grantee is responsible for ensuring each subrecipient complies with all requirements under this Grant Agreement, including the general federal requirements in Article IV. A subaward may be made to a for-profit entity only if HUD expressly approves that subaward and the for-profit entity is made subject to the same Federal requirements that apply to all other subrecipients, including the requirements 2 CFR part 200 provides for a "non-Federal entity" that receives a subaward.

ARTICLE IV. General Federal Requirements

A. If the Grantee is a unit of general local government, a State, an Indian Tribe, or an Alaskan Native Village, the Grantee is the Responsible Entity (as defined in 24 CFR part 58) and agrees to assume all of the responsibilities for environmental review and decision-making and action, as specified and required in regulations issued by the Secretary pursuant to section 305(c) of the Multifamily Housing Property Disposition Reform Act of 1994 and published in 24 CFR Part 58.

B. If the Grantee is a housing authority, redevelopment agency, academic institution, hospital or other non-profit organization, the Grantee shall request the unit of general local government, Indian Tribe or Alaskan Native Village, within which the Project is located and which exercises land use responsibility, to act as Responsible Entity and assume all of the responsibilities for environmental review and decision-making and action as specified in paragraph A above, and the Grantee shall carry out all of the responsibilities of a grantee under 24 CFR Part 58.

C. After December 29, 2022, neither the Grantee nor any of its contractors, subrecipients and other funding and development partners may undertake, or commit or expend Grant Funds or local funds for, project activities (other than for planning, management, development and administration activities), unless a contract requiring those activities was already executed on or before December 29, 2022, until one of the following occurs: (i) the Responsible Entity has completed the environmental review procedures required by 24 CFR part 58, and HUD has approved the environmental certification and given a release of funds; (ii) the Responsible Entity has determined and documented in its environmental review record that the activities are exempt under 24 CFR 58.34 or are categorically excluded and not subject to compliance with environmental laws under 24 CFR 58.35(b); or (iii) HUD has performed an environmental review under 24 CFR part 50 and has notified Grantee in writing of environmental approval of the activities.

D. Following completion of the environmental review process, the Grantee (recipient) shall exercise oversight, monitoring, and enforcement as necessary to assure that decisions and mitigation measures adopted through the environmental review process are carried out during project development and implementation.

E. The Grantee must comply with the generally applicable HUD and CPD requirements in 24 CFR Part 5, subpart A, including all applicable fair housing, and civil rights requirements. If the Grantee is a Tribe or a Tribally Designated Housing Entity (TDHE) as established under 24 CFR 1000.206, the Grantee must comply with the nondiscrimination requirements in 24 CFR 1000.12 in lieu of the nondiscrimination requirements in 24 CFR 5.105(a). The Grantee must report data on the race, color, religion, sex, national origin, age, disability, and family characteristics of persons and households who are applicants for, participants in, or beneficiaries or potential beneficiaries of the Grantee's Project, consistent with the instructions and forms provided by HUD in order to carry out its responsibilities under the Fair Housing Act, Executive Order 11063, Title VI of the Civil Rights Act of 1964, and Section 562 of the Housing and Community Development Act of 1987 (e.g. HUD-27061).

F. The Grantee must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 CFR part 200, as may be amended from time to time. If 2 CFR part 200 is amended to replace or renumber sections of part 200 that are cited specifically in this Grant Agreement, the part 200 requirements as renumbered or replaced by the amendments will govern the obligations of HUD and the Grantee after those amendments become effective.

G. The Grantee must comply with the Award Term in Appendix A to 2 CFR Part 25 ("System for Award Management and Universal Identifier Requirements") and the Award Term in Appendix A to 2 CFR Part 170 ("Reporting Subawards and Executive Compensation"), which are hereby incorporated into and made part of this Grant Agreement.

H. If the Total Grant Amount, as provided in Article II of this Grant Agreement, is greater than \$500,000, the Grantee must comply with the Award Term and Condition for Grantee Integrity and Performance Matters in Appendix 4 to this Grant Agreement.

I. Unless the Grantee is exempt from the Byrd Amendment as explained below, the Grantee must comply with the provisions of Section 319 of Public Law 101-121, 31 U.S.C. 1352, (the Byrd Amendment) and 24 CFR Part 87, which prohibit recipients of Federal contracts, grants, or loans from using appropriated funds for lobbying the executive or legislative branches of the Federal Government in connection with a specific contract, grant, loan, or cooperative agreement. The Grantee must include in its award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements), the requirements for the certification required by Appendix A to 24 CFR Part 87 and for disclosure using Standard Form- LLL (SF-LLL), "Disclosure of Lobbying Activities." In addition, the Grantee must obtain the executed certification required by Appendix A and an SF-LLL from all covered persons. "Person" is as defined by 24 CFR Part 87. Federally recognized Indian tribes and TDHEs established by Federally recognized Indian tribes as a result of the exercise of the tribe's sovereign power are excluded from coverage of the Byrd Amendment. State-recognized Indian tribes and TDHEs established only under state law must comply with this requirement.

J. The Grantee must comply with drug-free workplace requirements in Subpart B of 2 CFR Part 2429, which adopts the governmentwide implementation (2 CFR Part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988, Pub. L. 100-690, Title V, Subtitle D (41 U.S.C. 701-707).

K. The Grantee must comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) as implemented by regulations at 49 CFR Part 24. The URA applies to acquisitions of real property and relocation occurring as a direct result of the acquisition, rehabilitation, or demolition of real property for Federal or Federally funded programs or projects. Real property acquisition that receives Federal financial assistance for a program or project, as defined in 49 CFR 24.2, must comply with the acquisition requirements contained in 49 CFR part 24, subpart B. Unless otherwise specified in law, the relocation requirements of the URA and its implementing regulations at 49 CFR part 24, cover any displaced person who moves from real property or moves personal property from real property as a direct result of acquisition, rehabilitation, or demolition for a program or project receiving HUD financial assistance

L. If Grant Funds are used for purchase, lease, support services, operation, or work that may disturb painted surfaces, of pre-1978 housing, you must comply with the lead-based paint evaluation and hazard reduction requirements of HUD's lead- based paint rules (Lead Disclosure; and Lead Safe Housing (24 CFR part 35)), and EPA's lead- based paint rules (e.g., Repair, Renovation and Painting; Pre-Renovation Education; and Lead Training and Certification (40 CFR part 745)).

M. The Grantee must comply with Section 3 of the Housing and Urban Development Act of 1968 (Section 3), 12 U.S.C. 1701u, and HUD's regulations at 24 CFR part 75, as applicable, including the reporting requirements in 24 CFR 75.25. Grants made to Tribes and TDHEs are subject to Indian Preference requirements in Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)). As stated in 24 CFR 75.3(c), grants to Tribes and TDHEs are subject to Indian Preference requirements in lieu of Section 3. Grantees that are not exempt from Section 3 must submit annual reports of Section 3

accomplishment Performance Measures in DRGR in January of the calendar year. This report reflects Section 3 accomplishments for the previous calendar year.

N. The Grantee must not use any Grant Funds to support any Federal, state, or local project that seeks to use the power of eminent domain, unless eminent domain is employed only for a public use. Public use includes use of funds for mass transit, railroad, airport, seaport, or highway projects, and utility projects which benefit or serve the general public (including energy-related, communication-related, water-related, and waste water-related infrastructure), other structures designated for use by the general public or with other common-carrier or public-utility functions that serve the general public and are subject to regulation and oversight by the government, and projects for the removal of an immediate threat to public health and safety or brownfields, as defined in the Small Business Liability Relief and Brownfields Revitalization Act (Pub. L. 107-118). Public use does not include economic development that primarily benefits private entities.

O. The Grantee must not use any Grant Funds to maintain or establish a computer network that does not block the viewing, downloading, and exchanging of pornography. This requirement does not limit the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

P. The Grantee must administer its Grant Funds in accordance with the Conflict of Interest requirements set forth in Appendix 6 of this Grant Agreement.

Q. The Grantee must comply with the governmentwide debarment and suspension requirements in 2 CFR part 180 as incorporated and supplemented by HUD's regulations at 2 CFR part 2424.

R. The Grantee must comply with the award term and condition regarding trafficking in persons in Appendix 7 of this Grant Agreement.

S. The assurances and certifications the Grantee has made and submitted to HUD are incorporated by this reference and made part of this Grant Agreement.

ARTICLE V. Drawdown Requirements

A. The Grantee may not draw down Grant Funds until HUD has received and approved any certifications and disclosures required by 24 CFR 87.100 concerning lobbying, if applicable.

B. The Grantee must use HUD's Disaster Recovery Grant Reporting (DRGR) system to draw down Grant Funds and report to HUD on activities.

C. The Grantee must enter activity and budget information in DRGR that is consistent with the Grantee's Project and Approved Budget as described in Article III, sections A and B of this Grant Agreement and complies with HUD's instructions for entering information in DRGR found in the document titled "Grant Award Instructions" that accompanies the Grant Agreement.

D. The Grantee must only enter activities in DRGR that are described in the Approved Budget.

E. The Grantee must expend all Grant Funds in accordance with the activity and budget information in DRGR.

F. Each drawdown of Grant Funds constitutes a representation by the Grantee that the funds will be used in accordance with this Grant Agreement.

G. The Grantee must use DRGR to track the use of program income and must report the receipt and use of program income in the reports the Grantee submits to HUD under Article VI of this Grant Agreement. The Grantee must expend program income before drawing down Grant Funds through DRGR.

H. Notwithstanding any other provision of this grant agreement, HUD will not be responsible for payment of any Grant Funds after the date Treasury closes the account in accordance with 31 U.S.C. § 1552. Because Treasury may close the account up to one week before the September 30 date specified by 31 U.S.C. § 1552, the Grantee is advised to make its final request for payment under the grant no later than September 15, 2031.

ARTICLE VI. Program-Specific Reporting Requirements

In addition to the general reporting requirements that apply under other provisions of this Agreement, the following program-specific reporting requirements apply to the Grantee:

A. The Grantee must submit a performance report in DRGR on a semi-annual basis and must include a completed Federal financial report as an attachment to each performance report in DRGR. Performance reports shall consist of a narrative of work accomplished during the reporting period. During the Period of Performance, the Grantee must submit these reports in DRGR no later than 30 calendar days after the end of the 6-month reporting period. The first of these reporting periods begins on the first of January or June (whichever occurs first) after the date this Grant Agreement is signed by HUD.

B. The performance report must contain the information required for reporting program performance under 2 CFR 200.329(c)(2) and (d), including a comparison of actual accomplishments to the objectives of the Project as described in Article III, section A of this Grant Agreement, the reasons why established goals were not met, if appropriate, and additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

C. Financial reports must be submitted using DRGR or such future collections HUD may require and as approved by OMB and listed on the Grants.gov website (<https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html>).

D. The performance and financial reports will undergo review and approval by HUD. If a report submission is insufficient, HUD will reject the report in DRGR and identify the corrections the Grantee must make.

E. No drawdown of funds will be allowed through DRGR while the Grantee has an overdue performance or financial report.

F. The Grantee must report and account for all property acquired or improved with Grant Funds as provided by 2 CFR part 200 using the applicable common forms approved by OMB and provided on the Grants.gov website (<https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html>). This reporting obligation includes submitting status reports on real property at least annually as provided by 2 CFR 200.330, accounting for real and personal property acquired or improved with Grant Funds as part of Project Closeout, and promptly submitting requests for disposition instructions as provided by 2 CFR 200.311(c), 200.313(e), and 200.314(a).

ARTICLE VII. Project Closeout

A. The grant will be closed out in accordance with 2 CFR part 200, as may be amended from time to time, except as otherwise specified in this Grant Agreement.

B. The Grantee must submit to HUD a written request to closeout the grant no later than 30 calendar days after the Grantee has drawn down all Grant Funds and completed the Project as described in Article III, section A of this Grant Agreement. HUD will then send the Closeout Agreement and Closeout Certification to the Grantee.

C. At HUD's option, the Grantee may delay initiation of project closeout until the resolution of any findings as a result of the review of semi-annual activity reports in DRGR. If HUD exercises this option, the Grantee must promptly resolve the findings.

D. The Grantee recognizes that the closeout process may entail a review by HUD to determine compliance with the Grant Agreement by the Grantee and all participating parties. The Grantee agrees to cooperate with any HUD review, including reasonable requests for on-site inspection of property acquired or improved with Grant Funds.

E. No later than 120 calendar days after the Period of Performance, Grantees shall provide to HUD the following documentation:

1. A Certification of Project Completion.
2. A Grant Closeout Agreement.
3. A final financial report giving the amount and types of project costs charged to the grant (that meet the allowability and allocability

requirements of 2 CFR part 200, subpart E); a certification of the costs; and the amounts and sources of other project funds.

4. A final performance report providing a comparison of actual accomplishments with the objectives of the Project, the reasons for slippage if established objectives were not met and additional pertinent information including explanation of significant cost overruns.
5. A final property report, if specifically requested by HUD at the time of closeout.

ARTICLE VIII. Default

A default under this Grant Agreement shall consist of any use of Grant Funds for a purpose other than as authorized by this Grant Agreement, any noncompliance with statutory, regulatory, or other requirements applicable to the Grant Funds, any other material breach of this Grant Agreement, or any material misrepresentation in the Grantee's submissions to HUD in anticipation of this award. If the Grantee fails to comply with the terms and conditions of the Grant Agreement, HUD may adjust specific conditions of this Grant Agreement as described in 2 CFR part 200, as may be amended from time to time. If HUD determines that noncompliance cannot be remedied by imposing additional conditions, HUD may take one or more of the remedies for noncompliance described in 2 CFR part 200, as may be amended from time to time. HUD may also terminate all or a part of this award as provided by 2 CFR 200.340 and other applicable provisions of 2 CFR part 200, as may be amended from time to time. Nothing in this Grant Agreement shall be construed as creating or justifying any claim against the Federal government or the Grantee by any third party.

ARTICLE IX. HUD Contact Information

Except where this Grant Agreement specifically states otherwise, all requests, submissions, and reports the Grantee is required to make to HUD under this Grant Agreement must be made in writing via email to CPFGGrants@hud.gov.

This agreement is hereby executed on behalf of the Grantee and HUD as follows:

GRANTEE

(Name of Organization)

BY:

 (Signature of Authorized Official)

 (Typed Name and Title of Authorized Official)

 (Date)

HUD

BY:

 Robin J. Keegan,
Deputy Assistant Secretary for Economic Development

 (Date)

APPENDIX 1 – Project Narrative

APPENDIX 2 – Approved Budget

APPENDIX 3 – Grantee’s Indirect Cost Rate Information

Subject to the applicable requirements in 2 CFR part 200 (including its appendices), the Grantee will use an indirect cost rate as represented by the Grantee below:

- ☐ The Grantee will not use an indirect cost rate to charge its indirect costs to the grant.
- ☐ The Grantee will use the indirect cost rate(s) identified in the table below to charge its indirect costs to the grant.

Agency/Dept./Major Function	Indirect cost rate	Direct Cost Base
_____	_____ %	_____
_____	_____ %	_____

[PLEASE NOTE: The grantee must check one of the two boxes above. If the second box is checked, the corresponding table must be filled out as described below.

The table must include each indirect cost rate that will be used to calculate the Grantee’s indirect costs under the grant. The table must also specify the type of direct cost base to which each included rate applies (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rate information for subrecipients.

For government entities, enter each agency or department that will carry out activities under the grant, the indirect cost rate applicable to each department/agency (including if the de minimis rate is used per 2 CFR 200.414), and the type of direct cost base to which the rate will be applied.

For nonprofit organizations that use the Simplified Allocation Method for indirect costs or elects to use the de minimis rate of 10% of Modified Total Direct Costs in accordance with 2 CFR 200.414, enter the applicable indirect cost rate and type of direct cost base in the first row of the table.

For nonprofit organizations that use the Multiple Allocation Base Method, enter each major function of the organization for which a rate was developed and will be used under the grant, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied.]

APPENDIX 4 – Award Term and Condition for Grantee Integrity and Performance Matters

Reporting of Matters Related to Grantee Integrity and Performance

1. General Reporting Requirement

If the total value of the Grantee's currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then during that period of time the Grantee must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

2. Proceedings About Which Grantee Must Report

During any period of time when the Grantee is subject to the requirement in paragraph 1 of this award term and condition, the Grantee must submit the information required about each proceeding that:

- a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
- b. Reached its final disposition during the most recent five-year period; and
- c. Is one of the following:
 - (1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
 - (2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
 - (3) An administrative proceeding, as defined in paragraph 5. of this award term and condition, that resulted in a finding of fault and liability and the Grantee's payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
 - (4) Any other criminal, civil, or administrative proceeding if:
 - (i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;

- (ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on the Grantee's part; and
- (iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. Reporting Procedures

During any period of time when the Grantee is subject to the requirement in paragraph 1 of this award term and condition, the Grantee must enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. The Grantee does not need to submit the information a second time under assistance awards that the Grantee received if the Grantee already provided the information through SAM because the Grantee was required to do so under Federal procurement contracts that the Grantee was awarded.

4. Reporting Frequency

During any period of time when the Grantee is subject to the requirement in paragraph 1 of this award term and condition, the Grantee must report proceedings information through SAM for the most recent five-year period, either to report new information about any proceeding(s) that the Grantee has not reported previously or affirm that there is no new information to report. If the Grantee has Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000, the Grantee must disclose semiannually any information about the criminal, civil, and administrative proceedings.

5. Definitions

For purposes of this award term and condition:

a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

c. Total value of currently active grants, cooperative agreements, and procurement contracts includes—

- (1) Only the Federal share of the funding under any Federal award with a cost share or match requirement; and

- (2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

APPENDIX 5 – Specific Award Conditions
NONE.

APPENDIX 6 – Conflict of Interest Requirements

1. *Conflicts Subject to Procurement Regulations.* When procuring property or services, the grantee and its subrecipients shall comply with the applicable conflict-of-interest rules in 2 CFR 200.317 and 2 CFR 200.318(c). In all cases not governed by 2 CFR 200.317 and 2 CFR 200.318(c), the Grantee and its subrecipients must follow the requirements contained in paragraphs 2-5 below.

2. *General prohibition.* No person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee or subrecipient and who exercises or has exercised any functions or responsibilities with respect to 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 or benefit from the activity, or have a financial interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has immediate family or business ties, during his or her tenure or for one year thereafter. Immediate family ties include (whether by blood, marriage or adoption) the spouse, parent (including a stepparent), child (including a stepchild), sibling (including a stepsibling), grandparent, grandchild, and in-laws of a covered person.

3. *Exceptions.* HUD may grant an exception to the general prohibition in paragraph (ii) upon the Grantee's written request and satisfaction of the threshold requirements in paragraph (iv), if HUD determines the exception will further the Federal purpose of the award and the effective and efficient administration of the Grantee's Project, taking into account the cumulative effects of the factors in paragraph (v).

4. *Threshold requirements for exceptions.* HUD will consider an exception only after the Grantee has provided the following documentation:

- a. A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how that disclosure was made; and
- b. An opinion of the Grantee's attorney that the interest for which the exception is sought would not violate state or local law.

5. *Factors to be considered for exceptions.* In determining whether to grant a requested exception after the Grantee has satisfactorily met the threshold requirements in paragraph (iii), HUD will consider the cumulative effect of the following factors, where applicable:

- a. Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project that would otherwise not be available;
- b. Whether an opportunity was provided for open competitive bidding or negotiation;
- c. Whether the person affected is a member of a group or class of low- or moderate-income persons intended to be the beneficiaries of the assisted activity, and the exception

will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;

d. Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision-making process regarding the assisted activity in question;

e. Whether the interest or benefit was present before the affected person was in a position as described in paragraph (ii);

f. Whether undue hardship will result either to the Grantee or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and

g. Any other relevant considerations.

6. *Disclosure of potential conflicts of interest.* The Grantee must disclose in writing to HUD any potential conflict of interest.

APPENDIX 7 – Award Term and Condition Regarding Trafficking in Persons

The following award term and condition, which is required by 2 CFR part 175, applies as written:

a. Provisions applicable to a grantee that is a private entity.

1. You as the grantee, your employees, subrecipients under this award, and subrecipients' employees may not—

i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

ii. Procure a commercial sex act during the period of time that the award is in effect; or

iii. Use forced labor in the performance of the award or subawards under the award.

2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity:

i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or

ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—

A. Associated with performance under this award; or

B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by HUD at 2 CFR 2424.

b. Provision applicable to a grantee other than a private entity.

We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or

2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either:

- i. Associated with performance under this award; or
- ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by HUD at 2 CFR 2424.

c. Provisions applicable to any grantee.

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

d. Definitions. For purposes of this award term:

1. “Employee” means either:
 - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
2. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3. “Private entity”:

i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

ii. Includes:

A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

B. A for-profit organization.

4. “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).



EXHIBIT E



FY2023 ECONOMIC DEVELOPMENT INITIATIVE COMMUNITY PROJECT FUNDING

GRANT GUIDE

**(In accordance with the
Consolidated Appropriations Act, 2023, P.L. 117-328)**

VERSION 1.0

February 28, 2023

**U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Office of the DAS for Economic Development
Office of Economic Development
Congressional Grants Division
Washington, DC 20410**

Table of Contents

SECTION 1: BACKGROUND AND PURPOSE	3
SECTION 2: GRANT AWARD PROCESS AND INSTRUCTIONS	4
2.1 Grant Award Process	4
2.2 Detailed Instructions.....	7
2.2.1 Grant Award Conditions	8
2.2.2 Project Narrative (for the entire project)	8
2.2.3 Line-Item Budget (for the entire project).....	10
2.2.4 Requesting Changes to Approved Project Narrative or Budget.....	10
2.2.5 SF-424: Application for Federal Assistance	11
2.2.6 Disclosure of Lobbying.....	13
2.2.7 SF-1199A: Direct Deposit Sign-Up Form.....	14
SECTION 3: FEDERAL REQUIREMENTS.....	15
3.1 Requirements Under the Consolidated Appropriations Act, 2023 (P.L. 117-328).....	15
3.2 Cross Cutting Federal Requirements	17
3.3 Detailed Environmental Review Guidance for FY2023 CPF Grants	30
3.3.1 Contacts and Project-Specific Assistance	30
3.3.2 Legal Framework and Policy	30
3.3.3 CPF Environmental Review Scenarios	33
3.3.4 Questions and Answer/Project Scenarios	33
3.3.5 Resources.....	36
SECTION 4: CONTACT INFORMATION FOR GRANT OFFICERS AND REGIONAL ENVIRONMENTAL OFFICERS	39
SECTION 5: ATTACHMENTS	40
Attachment 1: Grant Agreement Submission Checklist	41
Attachment 2: Website Links to Key Forms and Form Instructions.....	42
Attachment 3: SF-1199A – Direct Deposit Sign-Up Form.....	43
Attachment 4: HUD-27056 Form - Change of Address Request	44
Attachment 5: Environmental Review Ask-A-Question (AAQ) Guide	45

FY2023 Community Project Funding Grant Guide (Version 1.0)

SECTION 1: BACKGROUND AND PURPOSE

The Consolidated Appropriations Act, 2023 (FY2023 Act) contains \$2,982,285,641 in Economic Development Initiative funding for the purpose of making Community Project Funding/Congressionally-directed grants. These Fiscal Year 2023 Community Project Funding (CPF) grants will be administered by the Congressional Grants Division of the U.S. Department of Housing and Urban Development (HUD).

This “FY2023 Economic Development Initiative Community Project Funding Grant Guide” (FY2023 CPF Grant Guide) provides information for Congressionally-designated recipients that have yet to execute their Grant Agreements with HUD (“prospective grantees”) on the requirements that govern these funds, as provided by the FY2023 Act, and the cross-cutting requirements that generally apply to all HUD awards as provided by HUD regulations and other applicable Federal regulations and statutes.

This FY2023 CPF Grant Guide also provides instructions for how to complete the requested information and fill out the required forms to execute your grant agreement. Initial instructions for establishing your grant in HUD’s payment and reporting system, the Disaster Recovery Grant Reporting (DRGR) system are also included.

This FY2023 CPF Grant Guide applies only to FY2023 CPF grants. A separate FY2022 CPF Grant Guide: Version 2 provides guidance and instructions for Congressionally-directed grants funded under the Consolidated Appropriations Act, 2022 (the FY2022 Act).

This FY2023 Grant Guide includes:

- **Section 1 / Background and Purpose:** Provides the background and the purpose of this guide.
- **Section 2 / Grant Award Process and Instructions:** Walks prospective grantees through the FY2023 CPF Grant Award Process and gives instructions for executing the Grant Agreement and steps to request payment.
- **Section 3 / Federal Requirements:** Details the Federal regulations that apply to these grant funds.
- **Section 4 / Contact Information for Grant Officers and Regional Environmental Officers:** Gives contact information for the program Grant Officers and the environmental review specialists to support grantees through the grant life cycle.
- **Section 5 / Attachments:** Provides attachments including documents required in the Grant Award process.

HUD will use the process outlined in this FY2023 CPF Grant Guide to make FY2023 CPF grants as directed by Congress in the FY2023 Act and the accompanying joint explanatory statement (JES), which was printed in the Senate section of the Congressional Record on December 20, 2022 ([CREC-2022-12-20-pt3-PgS9325-2.pdf \(congress.gov\)](#)). Subject to the applicable provisos in the FY2023 Act, HUD is required to award these grants in accordance with the specific “recipient,” “project,” and “amount” information provided in the “Community Project Funding/Congressionally Directed Spending” table on pages S9406 through S9557 of the Congressional Record for December 20, 2022.

FY2023 Community Project Funding Grant Guide (Version 1.0)

SECTION 2: GRANT AWARD PROCESS AND INSTRUCTIONS

2.1 Grant Award Process

The first step of the Grant Award Process is to execute the Grant Agreement so that grantees can begin to request payment of eligible expenses. The second step is to initiate and complete the environmental review process. The environmental review requirements are detailed in Section 3.3.

Prospective grantees should prioritize securing an executed Grant Agreement. Once an executed Grant Agreement is in place and grantees have set up the grant in HUD's payment and reporting system, HUD can make payments of eligible expenses.

At a high level, the grant award process is as follows:

1. HUD sends the Grant Award Package including the Grant Agreement, Grant Letter, this Grant Guide to prospective grantees with the request that the required materials are returned to HUD. Required materials include project narrative, project budget, and required standard forms.
2. Prospective grantees submit required materials along with a Grant Agreement signed by the Authorized Representative who has legal authority to sign on behalf of your organization.
3. HUD reviews materials and Grant Agreement for completeness. This includes a review to ensure that the project narrative and budget are in keeping with the purpose and intent of Congress.
4. If materials are complete, HUD executes the Grant Agreement and sends back to grantee.
5. HUD then sets up the grantee in the DRGR financial and reporting system.
6. Grantees are also directed to initiate or complete their environmental review, as applicable.

As a note, CPF grants, like all awards funded by HUD, are subject to requirements under the National Environmental Policy Act (NEPA), HUD's NEPA-implementing regulations at 24 CFR Part 50 or 24 CFR Part 58, and all appropriate federal environmental and historic preservation laws, regulations, and Executive Orders. Simply put, all projects **must** have a completed environmental review (and, where applicable, an approved Request for Release of Funds/Certification, as explained in Section 3.3 below) prior to committing Federal or non-Federal funds for choice-limiting actions or undertaking such actions on the project. Further explanation of HUD's NEPA requirements are detailed in Section 3.

Instructions for submitting your FY2023 CPF grant materials and requesting payment are below. A checklist of the grant award process is provided in Section X: Attachments.

If you have questions concerning the process, please contact the Department's Office of Economic Development – Congressional Grants Division at CPFGrants@hud.gov or the Grant Officer representing your State listed in Section 4 of this guide.

FY2023 Community Project Funding Grant Guide (Version 1.0)

GRANT AWARD PROCESS	
<p>HUD sends Grant Award Packet to PROSPECTIVE GRANTEE</p>	<p>FY2023 CPF Grant Award Packet includes:</p> <ul style="list-style-type: none"> • FY2023 CPF Grant Award Letter • FY2023 CPF Grant Guide • FY2023 CPF Grant Agreement, • and Standard Forms <p>Standard Forms:</p> <ul style="list-style-type: none"> • Form HUD-1044 (Also attached to your Grant Award Letter) https://www.hud.gov/sites/documents/1044.pdf • SF-424, Standard Form, Application for Federal Assistance SF-424 https://www.hudexchange.info/resource/306/hud-form-sf424/ Form: https://apply07.grants.gov/apply/forms/sample/SF424_4_0-V4.0.pdf Instructions: https://apply07.grants.gov/apply/forms/instructions/SF424_4_0-V4.0-Instructions.pdf • SF-424B, Standard Form 424B, Assurances - Non-Construction Programs https://www.grants.gov/forms/sf-424-family.html Form: https://apply07.grants.gov/apply/forms/sample/SF424B-V1.1.pdf Instructions: https://apply07.grants.gov/apply/forms/instructions/SF424B-V1.1-Instructions.pdf • SF-424D, Standard Form 424D, Assurances for Construction Programs https://www.grants.gov/forms/sf-424-family.html Form: https://apply07.grants.gov/apply/forms/sample/SF424D-V1.1.pdf Instructions: https://apply07.grants.gov/apply/forms/instructions/SF424D-V1.1-Instructions.pdf • SF-LLL Disclosure of Lobbying Activities https://www.hudexchange.info/resource/308/hud-form-sflll/ • SF 1199A Direct Deposit Sign Up Form (Also see Attachment 3) https://www.hud.gov/sites/documents/DOC_8841.PDF
<p>PROSPECTIVE GRANTEE completes the documents and sends to HUD</p>	<p>Each prospective grantee is asked to transmit the Grant Agreement, signed and dated by the Authorized Representative, with the following materials:</p> <ol style="list-style-type: none"> 1. Project Narrative 2. Project Budget 3. Completed Standard Forms <p><i>Please note:</i> The information identifying the “Applicant,” “Grantee,” or “Recipient” on each document transmitted to HUD must correspond to the “Recipient” specified in the table on pages S9406 through S9557 of the JES at (CREC-2022-12-20-pt3-PgS9325-2.pdf (congress.gov)).</p>

FY2023 Community Project Funding Grant Guide (Version 1.0)

Registration Required	<p>All entities doing business with the federal government must register in SAM.gov (SAM) and use a Unique Entity ID created in SAM.gov. The Unique Entity ID replaced the DUNS number, which was phased out in April of 2022. More information on this requirement is below in the Federal Requirements section in Section 3.</p> <p>The Unique Entity ID needs to be established in SAM <u>before</u> you complete and transmit your SF-424 and the Grant Agreement to HUD, because the Unique Entity ID must be included in both those documents.</p>
WHERE to Submit Required Information	<p>You must submit the materials identified above to the CPFGrants@hud.gov mailbox with a “cc” to the Grant Officer dedicated to your State as listed in Section 4.</p> <p>Your email subject line must include, in this order: Grant Number: Grantee Name: Submission of Required Grant Award Materials</p> <p>For example: B-23-CP-XX-####: Town of Anywhere: Submission of Required Grant Award Materials</p>
HOW to Submit Required Information	<p>All materials must be submitted electronically.</p> <p>Materials can be prepared using software compatible with Microsoft Word or Excel, or as a PDF document.</p> <p>It may be easier to print the forms to sign them. However, if you choose to complete and sign a hard copy of the forms, you must then scan them and submit them electronically.</p>
WHEN to Submit	<p>HUD strongly recommends that you submit these materials as soon as possible. Please contact your Grant Officer (listed in Section 4) for assistance with accessing or completing the forms.</p>
Requesting Payment of Grant Funds	<p>After the grant agreement has been signed by the Grantee and HUD, HUD will return the executed grant agreement to the Grantee along with “Grant Award Instructions.” The instructions will include steps for setting up the grant in DRGR. DRGR is a web-based system used to automate the management of program requirements and voucher payments issued by HUD. This system will enable you to process requests for payment of CPF grant funds and to submit periodic reports on the use of those funds.</p> <p>Once your grant is set up in DRGR (including entry of budget information consistent with the approved budget attached to your executed grant agreement), you may begin making payment requests in accordance with your</p>

FY2023 Community Project Funding Grant Guide (Version 1.0)

	<p>approved budget. However, to receive payments for hard costs, you will also need to have completed a project-specific environmental review.</p> <p>Additional information and tutorials on DRGR are available on HUD Exchange here: https://www.hudexchange.info/programs/drgr/.</p> <p>As a reminder, payment of soft costs can be made once your Grant Agreement is executed by HUD; payment of project hard costs can only be made after your Grant Agreement is executed by HUD AND a project-specific environmental review is completed.</p>
Support	<p>Grant Officers are assigned by State and are listed in Section 4 of this Guide. Your Grant Officer can assist you in the completion of the required documents and in responding to questions you may have regarding the materials that you are required to submit.</p> <p>Regional Environmental Officers provide Technical Assistance to grantees on the environmental review process and coordinate Part 50 Concept Meetings to determine level of environmental review, consultation needs, and a timeline and</p> <p>Requests for Technical Assistance regarding the environmental review process should be sent to the HUD Regional Environmental Officer for your jurisdiction provided in Section 4.</p> <p>CPD Field Office staff can be found here: https://www.hud.gov/program_offices/comm_planning/staff#MA</p>

2.2 Detailed Instructions

A project narrative, line-item budget, and indirect cost rate information as described below are necessary to make sure your grant agreement contains the minimum information required by 2 CFR 200.211.

As defined by 2 CFR 200.1, “budget” means the financial plan for the Federal award that the Federal awarding agency or pass-through entity approves during the Federal award process or in subsequent amendments to the Federal award.

Please remember, your project narrative and line-item budget should address the ENTIRE project. Your line-item budget must also include a sub-budget that addresses the CPF portion of the budget only. The portion of the line-item budget to be paid with FY2023 CPF funds must add up to the total FY2023 CPF grant amount.

The grant-funded activities in your project narrative and grant-funded costs in your line-item budget must be consistent with the “project” and “amount” specified in the table on pages S9406 through

FY2023 Community Project Funding Grant Guide (Version 1.0)

S9557 of the JES at [CREC-2022-12-20-pt3-PgS9325-2.pdf \(congress.gov\)](#) or consist of expenses the FY 2023 Act expressly makes eligible. Specifically, the FY2023 Act clarifies that eligible expenses of these grant also include administrative, planning, operations, and maintenance costs. In addition, the FY2023 Act authorizes these grant funds to be used for reimbursement of expenses incurred on or after December 29, 2022, and prior to the date of grant execution, as long as those expenses were “otherwise eligible.”

2.2.1 Grant Award Conditions

Grantee or Project is Awarded More than One CPF Grant	If a Grantee or Project is awarded more than one CPF grant, HUD will not combine the grants into one grant. Each grant must be processed separately.
Start or Effective Date of the Grant	The date HUD signs the grant agreement is the start date for the grant’s period of performance and budget period. However, grant funds may be used for costs incurred before this date, provided that: <ul style="list-style-type: none">(1) The costs are soft costs incurred on or after December 29, 2022, or hard costs incurred on or after the later of December 29, 2022 and completion of the required project-specific environmental review; and(2) The costs meet the allowability criteria in 2 CFR 200.403(a) through (g).
Grant End Date	To give grantees the maximum time feasible to complete their projects, HUD has established August 31, 2031, as the end date of the period of performance and budget period for all FY2023 CPF grants. However, notwithstanding the standard period 2 CFR 200.344(b) provides for liquidating obligations incurred under the award, HUD will NOT be responsible for making any grant payments after the date Treasury closes the account in accordance with 31 U.S.C. § 1552. Because Treasury may close the account up to one week before the September 30 date specified by 31 U.S.C. § 1552, the grantee is advised to make its final request for payment under the grant no later than September 15, 2031.
Assistance Listing number	The Assistance Listing number (formerly called the Catalog of Federal Domestic Assistance, or CFDA, number) for Economic Development Initiative, Community Project Funding grant is 14.251.

2.2.2 Project Narrative (for the entire project)

Content: Your Project Narrative must include sufficient scope and information about the ENTIRE affected project (not limited to the portion funded by your grant) to inform the environmental review process. Project activities must be grouped together and evaluated as a single project for all individual activities which are related either on a geographical or functional basis, or both, or are logical parts of a composite of contemplated actions.

Your Project Narrative must also make clear which portion of the project, or specific project activities, will be funded using the HUD funds provided under your FY2023 CPF grant.

FY2023 Community Project Funding Grant Guide (Version 1.0)

In anticipation of the required semi-annual reporting on activity types and annual reports on “Section 3 Economic Opportunity Part 75” accomplishments, the narrative should provide anticipated project goals, outputs, or outcomes, including “Section 3 Economic Opportunity Activity Performance Measures”.

The Project Narrative should include:

- **Project Name:** Identify the “project.” This must be consistent with the “project” specified in the table on pages S9406 through S9557 of the JES at [CREC-2022-12-20-pt3-PgS9325-2.pdf \(congress.gov\)](#).
- **Project Purpose:** Provide a brief one sentence summary.
- **Project Scope:**
 - What will the CPF grant be used for?
 - Restate the project purpose, identify general activity categories, and specify what the grant award will be used for.
 - Is the CPF funded project part of a larger project?
 - If so, please provide a brief description of the broader project.
 - Has the project started? If so, please provide a brief overview of the status of the project.
 - If the project has been started, did you initiate an HUD-NEPA environmental review?
 - First, please review HUD’s environmental review requirements in Section 3.
 - For basic questions about the environmental review requirements or process, please reach out to the Environmental Review Ask A Question Help Desk. (See Section X: Attachments for directions.)
 - For project specific questions about environmental reviews, reach out to the Regional Environmental Officers listed in Section 3 below.
 - Will you be using a subrecipient to implement any part of the project?
(Please note HUD’s conditions on using subrecipients, which are specified in Article III, section H of the Grant Agreement) and highlighted below.

Proposed Subrecipient: Use of subrecipients is subject to the conditions provided in Article III, section H of the Grant Agreement. If you intend to subaward a portion of your grant funds to a subrecipient, and have already identified that subrecipient, then that organization’s name, Unique Entity ID, and an overview of the role, responsibilities, and functions to be carried out by that subrecipient must be included in the project narrative. The use of subrecipients does not relieve the grantee from responsibility for the grant. The grantee will be responsible for all coordination with HUD on all accessing grant CPF funds, amendments requests, reporting, correspondence, grant closeout and all other grant requirements. The grantee is responsible for ensuring that the subrecipient complies with all grant requirements. Further, grantees are required to ensure that subrecipients are not debarred, suspended, or otherwise excluded from or ineligible for participation in Federal programs or activities.

Format: You may create your project narrative using software such as Microsoft Word or as a PDF.

FY2023 Community Project Funding Grant Guide (Version 1.0)

2.2.3 Line-Item Budget (for the entire project)

Content: HUD needs to see BOTH the overall project budget and the specific use of the CPF funds. The line-item budget should include costs for the entire project showing both the budget for the CPF portion of the project and the non-CPF portions of the project.

All pertinent budgetary information should be listed and explained, such as: the overall amount for predevelopment costs; construction, renovation, and rehabilitation costs; acquisition, demolition, and site preparation; architectural and engineering fees; initial set asides for revolving loan funds; and administrative costs.

The total expenses to be charged to the grant must equal the grant “amount” specified in the table on pages S9406 through S9557 of the JES at [CREC-2022-12-20-pt3-PgS9325-2.pdf \(congress.gov\)](https://www.congress.gov/crec/2022/12/20/pt3/PgS9325-2).

As provided by the FY2023 Act, eligible expenses under the grant may include administrative, planning, operations and maintenance, and other costs that are reasonable and necessary to carry out the “project” specified in the table on pages S9406 - S9557 of the JES.

Format: You may create your project budget using software such as Microsoft Excel or provide a line item budget using a Microsoft Word document.

PLEASE NOTE: The CPF portion of the line-item budget must add up to the full grant amount. The line-item budget does not have to be explicit in the use of funds under a line item, provided that the Project Narrative and line-item budget provide enough detail as a whole for HUD to make a reasonable determination that the grant-funded costs are consistent with the Congressional authorization.

2.2.4 Requesting Changes to Approved Project Narrative or Budget

After HUD approves your project narrative and budget and attaches them to the Grant Agreement, all project and budget changes will be subject to the conditions provided by 2 CFR 200.308 and Article III, section C of the Grant Agreement. Any changes to the project scope as originally proposed to your member(s) of Congress must be consistent with the Congressionally-directed purpose for your award, as stated in the JES. HUD does not have the authority to approve changes that depart from the Congressionally-directed purpose for your award, as stated in the JES. For example, if a grantee wants to change a project to create a community center to a housing complex, the grantee will have to discuss this with their member(s) of Congress that authorized the grant award.

To request HUD’s approval for a change in the project or approved budget, the Grantee’s authorized representative will need submit a formal letter on organizational letterhead to the Director of HUD’s Office of Economic Development - Congressional Grants Division. The letter must be submitted via email to the assigned Grant Officer and must provide justification for the change. The email must also include a revised project narrative or revised line-item budget, as applicable, that includes the requested change. The HUD Office of Economic Development – Congressional Grants Division will notify the Grantee in writing, by email, whether HUD approves or disapproves the change.

If, however, your project or budget changes after your initial submission to HUD but is still within the intent of the grant awarded by Congress, you must submit a letter to your Grant Officer requesting HUD to consider an amendment to revise the project description, budget and/or timelines, along with a justification for the proposed changes. This new scope of work should include a detailed

FY2023 Community Project Funding Grant Guide (Version 1.0)

explanation of how the change keeps with the intent of Congress, why the change is needed and the details of the revised narrative or line-item budget.

Before the Grantee expends Grant Funds in accordance with any change approved by HUD or otherwise allowed by 2 CFR 200.308, the Grantee must update its grant information in DRGR to reflect that change.

Amendments to a previously approved project narratives or budget may also require a revision of the environmental review for the amended project.

2.2.5 SF-424: Application for Federal Assistance

The SF-424 is the common application form for federal funding. The form provides the Department basic information about the applicant, the project, and the project funding source. A link to the form can be found here: <https://www.hudexchange.info/resource/306/hud-form-sf424/>.

Additional Certifications and Assurances: By checking “I agree” in box 21 of the SF-424 and signing the SF-424, the Authorized Representative will be understood to make the following additional certifications and assurances on behalf of the prospective grantee (“applicant”):

a. The governing body of the applicant’s organization has duly authorized the application for Federal assistance. In addition, by signing and electronically submitting the application, the Authorized Representative certifies that the applicant:

- (1) has the legal authority to apply for Federal assistance and the institutional, managerial, and financial capacity (including funds to pay for any non-Federal share of project costs) to plan, manage, and complete the project as described in the application (including the attached project narrative);
- (2) will provide HUD any additional information it may require; and
- (3) will administer the award in compliance with the grant requirements as identified in the Grant Agreement or as may otherwise be provided by Federal law.

b. Certification Regarding Lobbying. The Authorized Representative 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

FY2023 Community Project Funding Grant Guide (Version 1.0)

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 Form to Report Lobbying," 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.

c. Federally recognized Indian tribes and Tribally Designated Housing Entities (TDHEs) established by a federally recognized Indian tribe, as a result of the exercise of the tribe's sovereign power, are excluded from coverage by item b (also known as the Byrd Amendment). However, State-recognized Indian tribes and TDHEs established under State law are not excluded from the statute's coverage and therefore agree to, and must comply with, item b above.

d. By submitting this application, the organization affirms its awareness of these certifications and assurances. The Authorized Representative submitting the application is affirming that these certifications and assurances are material representations of the facts upon which HUD will rely when making an award to the applicant. If it is later determined that the signatory to the application submission knowingly made a false certification or assurance or did not have the authority to make a legally binding commitment for the applicant, the applicant may be subject to criminal prosecution, and HUD may terminate the award to the applicant organization or pursue other available remedies including false claims citation and standard clause plus 2 CFR 200.339 on noncompliance and 2 CFR 200.340 on termination.

Follow the instructions below for each box of the SF-424:

<ol style="list-style-type: none">1. Check the application box2. Check the "New" box3. Leave blank4. Leave blank5. a. Enter your Grant Number (B-23-CP-XX-####) b. Leave blank6. Leave blank7. Leave blank8. a. Enter the legal name of your organization b. Enter the EIN/TIN for your organization c. Enter your organization's Unique Entity Identifier	<ol style="list-style-type: none">10. Enter US Department of Housing and Urban Development11. Enter 14.251 and under CFDA Title, "Economic Development Initiative, Community Project Funding, and Miscellaneous Grants"12. Enter FY2023 and under Title, "CPF"13. Leave blank14. Enter project address(es)15. Enter a brief description of the project and attach a more detailed, but also brief project description and a project budget16. See "Instructions for the SF-424"
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FY2023 Community Project Funding Grant Guide (Version 1.0)

<p>d. Enter the complete address of your organization</p> <p>e. Enter the Department and/or Division responsible for the application</p> <p>f. Enter all contact information for the person responsible for the application</p> <p>9. Enter the letter or letters describing your organization from the listing on the “Instructions for the SF-424”</p>	<p>17. Enter the proposed start and end dates for the project</p> <p>18. On the “Federal line,” enter only the amount of the CPF grant</p> <p>19. Check box “C”</p> <p>20. Check the appropriate box</p> <p>21. After review of the Additional Certifications and Assurances above, check “I AGREE,” enter all information for the Authorized Representative submitting the application and <u>sign or e sign and date the form and include it with your emailed submission.</u></p>
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2.2.6 Disclosure of Lobbying

No appropriated Federal funds may be paid by or on behalf of the applicant, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, or an employee of a member of Congress, in connection with this “application” for Federal assistance or any award of funds resulting from the submission of this “application” for Federal assistance or its extension, renewal, amendment, or modification.

If your organization has paid or will pay funds other than Federal appropriated funds to influence or attempt to influence the persons listed above, you must complete and submit Standard Form LLL, Disclosure of Lobbying Activities, as part of your “application” submission package. grantee 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.

Except as provided below, each applicant/grantee shall require that the language of [the certification at 24 CFR part 87, Appendix A](#), 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.

Federally recognized Indian tribes and Tribally-designated Housing Entities (THDE) established by federally recognized Indian tribes as a result of the exercise of the tribe’s sovereign power are excluded from coverage of the Byrd Amendment, and do not have to submit these forms. State-recognized Indian tribes and TDHEs established only under State law must comply with this requirement.

SF-LLL Disclosure of Lobbying Activities:

<https://www.hudexchange.info/resource/308/hud-form-sflll/>

Certification Regarding Lobbying:

https://apply07.grants.gov/apply/forms/readonly/GG_LobbyingForm-V1.1.pdf

FY2023 Community Project Funding Grant Guide (Version 1.0)

2.2.7 SF-1199A: Direct Deposit Sign-Up Form

Grantee must complete Section 1 and 2 of SF-1199A form (see Attachment 3). Grantee's bank or financial institution must complete Section 3 of the form. Ensure that you include a voided check or deposit slip with this form and email it to your Grant Officer.

Your Authorized Representative must complete and sign the form.

Please note: If the Authorized Representative name differs on the documents and/or has changed, please contact your grant officer to obtain an updated documents with the new Authorized Representative's information.

Review and verify the contents on this form for its accuracy prior to submitting.

SF-1199A: <https://www.hud.gov/sites/documents/ATTACHMENTVISF-1199A.PDF>

Section 1: (To be completed by Payee (grantee))	Section 2: (Completed by Payee (grantee))
<ul style="list-style-type: none">A. Type or print your name, address, and telephone numberB. Type or print your grant numberC. Type or print your EIN/TIND. Check the type of account you want your funds deposited intoE. Type or print the account number you want your funds deposited intoF. Check "Other" and specify "CPF-Grant"G. Leave BlankH. Sign and date the form	<p>Government Agency Name: HUD/Office of CPD</p> <p>Government Agency Address: 451-7th Street, SW, Washington, DC 20410 (Attach voided check or deposit slip)</p> <p>Section 3: (To be completed by your financial institution)</p>

FY2023 Community Project Funding Grant Guide (Version 1.0)

SECTION 3: FEDERAL REQUIREMENTS

The FY2023 CPF Grant Agreement will set forth all applicable regulatory requirements for your grant.

As the grantee, you are responsible for managing the project and ensuring the proper use of the CPF funds in compliance with all applicable Federal requirements. You are also responsible for ensuring the completion of the project and its proper closeout.

Subject to the conditions stated in Article III, section H of the FY2023 CPF Grant Agreement, you may subaward all or a portion of your funds to one or more subrecipients, as identified in your Project Narrative (which will be incorporated in your FY2023 CPF Grant Agreement) or as may be approved by HUD in accordance with 2 CFR 200.308. As the grantee you are responsible for ensuring each subrecipient's compliance with federal requirements.

Below are the applicable regulatory requirements of the CPF grants.

- Section 3.1 details the requirements of the FY2023 Act.
- Section 3.2 details the applicable Federal requirements standard to all HUD grants. HUD refers to these requirements as “cross-cutting” as they apply across all HUD programs.

It is important to note that if CPF funds are combined in a project budget with other Federal grant funds or the CPF funds are used on projects that are subject to other Federal grant requirements, the grantee must comply with both CPF requirements and the other Federal grant requirements.

Because CPF awards are authorized and funded through specific Congressional directives as provided by the Act, CPF awards are distinct from Community Development Block Grant funding and are **not** subject to Title I of the Housing and Community Development Act of 1974 or the Community Development Block Grant regulations at 24 CFR part 570.

Where statutory restrictions apply, HUD cannot provide waivers or exceptions without statutory authority to do so.

In circumstances where there is a conflict between this CPF guide and other HUD guidance, HUD will resolve the conflict.

3.1 Requirements Under the Consolidated Appropriations Act, 2023 (P.L. 117-328)

Summary	
The Project, Recipient, and Amount of each FY2022 CPF award	The Project, Recipient, and Amount of each FY2022 CPF award must be consistent with the “project,” “recipient,” and “amount” specified by the table on pages S9406 through S9557 of the JES at CREC-2022-12-20-pt3-PgS9325-2.pdf (congress.gov) .
Eligible Expenses	Consistent with the FY2023 Act's provisions, eligible expenses of the grant may include administrative, planning, operations and

FY2023 Community Project Funding Grant Guide (Version 1.0)

	<p>maintenance, and other costs that are reasonable and necessary to carry out the “project” specified in the table on pages S9406 through S9557 of the JES at CREC-2022-12-20-pt3-PgS9325-2.pdf (congress.gov).</p> <p><i>PLEASE NOTE: To be allowable under the grant, the cost not only must be eligible, but also must meet the cost allowability criteria in 2 CFR 200.403, unless a statute expressly provides otherwise (such as in the case of pre-award costs as noted below).</i></p>
Pre-award costs	<p>Consistent with the FY2023 Act’s provisions, FY2023 CPF grant funds may be used to reimburse costs (including administrative, planning, operations and maintenance, and other costs) incurred before execution of the grant agreement, provided that:</p> <p>(1) The costs are soft costs incurred on or after December 29, 2022, or hard costs incurred on or after the later of December 29, 2022, and completion of the required project-specific environmental review; and</p> <p>(2) The costs meet the allowability criteria in 2 CFR 200.403(a) through (g).</p>
Eminent Domain	<p>No Federal funds provided under your award may be used to support any Federal, state, or local project that seeks to use the power of eminent domain, unless eminent domain is employed only for a public use. Public use includes use of funds for mass transit, railroad, airport, seaport, or highway projects, and utility projects which benefit or serve the general public (including energy-related, communication-related, water-related, and waste water-related infrastructure), other structures designated for use by the general public or with other common-carrier or public-utility functions that serve the general public and are subject to regulation and oversight by the government, and projects for the removal of an immediate threat to public health and safety or brownfields, as defined in the Small Business Liability Relief and Brownfields Revitalization Act (Pub. L. 107-118). Public use does not include economic development that primarily benefits private entities.</p>
Restriction on Use of Funds for Computer Networks	<p>No Federal funds provided under your award may be used to maintain or establish a computer network that does not block the viewing, downloading, and exchanging of pornography. This requirement does not limit the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.</p>

FY2023 Community Project Funding Grant Guide (Version 1.0)

3.2 Cross Cutting Federal Requirements

Summary	
Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200)	<p>The requirements of 2 CFR Part 200 apply to all CPF awards.</p> <p>Grantees are encouraged to review the provisions of these regulations including provisions related to:</p> <ul style="list-style-type: none">• Suspension and debarment at 2 CFR 200.214• Prohibition on certain telecommunications and video surveillance services or equipment at 2 CFR 200.216• Financial management, internal controls, and Federal payment requirements at 2 CFR 200.302, 200.303, and 200.305• Program Income requirements at 2 CFR 200.307*• Revision of budget and program plans at 2 CFR 200.308• Disposition of property acquired with CPF funds at 2 CFR §200.311• Procurement requirements at 2 CFR §200.317-327• Record retention and access requirements at 2 CFR 200.334-200.338• Reporting requirements at 2 CFR 200.328-200.330, including on the status of property acquired with CPF funds at 2 CFR §200.330• Subrecipient monitoring and management at 2 CFR 200.331-200.333• Remedies for Noncompliance at 2 CFR 200.339-200.343• Closeout of federal grants at 2 CFR §200.344-346• Cost Principles at 2 CFR Part 200, subpart E• Audit requirements at 2 CFR Part 200, subpart F <p>*For purposes of all CPF awards, program income must be used for the purposes and under the conditions of the grantee's specific CPF award in accordance with the addition requirements at 2 CFR 200.307(e)(2). In accordance with 2 CFR 200.307(b), costs incidental to the generation of program income may be deducted from gross income to determine program income for purposes of your CPF grant, provided these costs have not been charged to the Federal award. Further technical assistance will be provided to grantees with projects that may generate program income.</p>

FY2023 Community Project Funding Grant Guide (Version 1.0)

<p>Environmental Review Requirements (24 CFR Part 50 or Part 58)</p> <p>Quick Overview</p> <p>(More detailed guidance starts in Section 3.3)</p>	<p>All projects funded by HUD are subject to requirements under the National Environmental Policy Act (NEPA) and HUD’s NEPA-implementing regulations at 24 CFR Part 50 or 24 CFR Part 58. Environmental reviews must be completed, and a Request for Release of Funds and Certification must be approved by HUD CPD Field Office Director through issuance of the 7015.16 Authority to Use Grant Funds, as applicable, prior to taking any action, to avoid violations under 24 CFR 58.22 which prohibits limitations on activities pending clearance, and Section 110(k) of the National Historic Preservation Act which prohibits anticipatory demolition or significant harm of historic properties prior to completion of the historic preservation review process known as Section 106 review.</p> <p>The environmental review must be completed by a “Responsible Entity” (RE) as defined at 24 CFR 58.2(a)(7). An applicant that is a State, unit of general local government, Indian Tribe, or Alaska Native Village is the RE for the project. For other applicants, the RE is the unit of general local government within which the project is located that exercises land use responsibility, or the Indian Tribe or Alaskan Native Village jurisdiction within which the project is located that exercises land use responsibility. REs can conduct an environmental review on behalf of other entities in their jurisdiction even if they are not the grantee. In the event that an RE that is not the grantee declines to assume responsibility for the environmental review under Part 58, you must advise HUD, and HUD will complete the environmental review under 24 CFR Part 50 or designate another RE. HUD has the option under 58.2(a)(7)(ii)(C) and 58.11(d) to designate another responsible entity.</p> <p>Locate your nearest HUD Regional Environmental Officer here (also see Section 4: Contact Information for Grant Officers and Regional Environmental Officers in this document): https://www.hudexchange.info/programs/environmental-review/hud-environmental-staff-contacts/#region-i-regional-and-field-environmental-officers.</p> <p>Further information on environmental requirements can be found here: https://www.hudexchange.info/programs/environmental-review/orientation-to-environmental-reviews/#overview.</p> <p>You may not commit or spend <u>ANY</u> project funds (HUD or non-HUD funds) on hard costs or take any choice limiting actions until the project completes an environmental review. Examples of choice limiting actions include, but are not limited to, purchasing land, entering into contracts for property acquisition or construction, or physical work on the project. Failure to comply with the prohibition on choice limiting actions and Section 110(k) can result in forfeiture of</p>
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FY2023 Community Project Funding Grant Guide (Version 1.0)

	<p>grant funds. You are encouraged to commence the environmental review process for your project as soon as possible. Under Part 58, the environmental review process is complete when the Responsible Entity (RE) certifies the review and a Request for Release of Funds and Certification is approved by HUD CPD Field Office Director through issuance of the 7015.16 Authority to Use Grant Funds, as applicable. Under Part 50, the environmental review process is complete when certified by the HUD Authorizing Official.</p> <p>See Section 3 below for additional detail on fulfilling environmental review requirements.</p>
Indirect Cost Rate	<p>Normal indirect cost rules under 2 CFR Part 200, subpart E apply. If you intend to charge indirect costs to your award, APPENDIX 3 of the grant agreement must clearly state the rate and distribution base you intend to use. If you have a Federally negotiated indirect cost rate, your application must also include a letter or other documentation from the cognizant agency showing the approved rate.</p> <p>Special instructions for state and local governments: If your department or agency unit has a Federally negotiated indirect cost rate, your application must include that rate, the applicable distribution base, and a letter or other documentation from the cognizant agency showing the negotiated rate. If your department or agency unit receives more than \$35 million in direct Federal funding per year, you may not claim indirect costs until you receive a negotiated rate from your cognizant agency for indirect costs as provided in Appendix VII to 2 CFR Part 200.</p> <p>If your department or agency unit receives no more than \$35 million in direct Federal funding per year and your department or agency unit has developed and maintains an indirect cost rate proposal and supporting documentation for audit in accordance with 2 CFR Part 200, Appendix VII, you may use the rate and distribution base specified in that indirect cost rate proposal.</p> <p>Alternatively, if your department or agency unit receives no more than \$35 million in direct Federal funding per year and does not have a current negotiated rate (including provisional) rate), you may elect to use the de minimis rate of 10% of MTDC. As described in 2 CFR 200.403, costs must be consistently charged as either indirect or direct costs but may not be double charged or inconsistently charged as both. Once elected, the de minimis rate must be applied consistently for all Federal awards until you choose to negotiate for a rate, which you may apply to do at any time. Documentation of the decision to use the de minimis rate must be retained on file for audit.</p>

FY2023 Community Project Funding Grant Guide (Version 1.0)

	<p>Special instructions for applicants other than state and local governments: If you have a Federally negotiated indirect cost rate, your application must clearly state the approved rate and distribution base and must include a letter or other documentation from the cognizant agency showing the approved rate. If your organization does not have a current negotiated rate (including provisional rate) and elects to use the de minimis rate, your application must clearly state you intend to use the de minimis rate of 10% of Modified Total Direct Costs (MTDC). As described in 2 CFR 200.403, costs must be consistently charged as either indirect or direct costs but may not be double charged or inconsistently charged as both. Once elected, the de minimis rate must be applied consistently for all Federal awards until the organization chooses to negotiate a rate, which the organization may apply to do at any time. Documentation of the decision to use the de minimis rate must be retained on file for audit.</p>
<p>Economic Opportunities for Low-and Very Low-income Persons: Section 3 Requirements (24 CFR Part 75) and Indian Preference</p>	<p>The requirements of Section 3 of the Housing and Urban Development Act of 1968 found at 24 CFR Part 75 apply to all grant recipients that are awarded \$200,000 or more for projects involving housing construction, rehabilitation, or other public construction. Section 3 of the Housing and Urban Development Act of 1968 (Section 3), 12 U.S.C. 1701u (Economic Opportunities for Low- and Very Low-Income Persons in Connection with Assisted Projects), and the HUD regulations at 24 CFR Part 75, ensure, to the greatest extent feasible, that training, employment, contracting and other economic opportunities be directed to low- and very low-income persons, especially recipients of government assistance for housing, and to businesses that provide economic opportunities to low-and very low-income persons where a proposed project is located.</p> <p>CPF grantees are encouraged to review the requirements of this regulation to determine ways to support the mission of increasing economic opportunity for low- and very-low income persons and small business owners in your community. Grantees will submit periodic reports of Section 3 accomplishment Performance Measures in DRGR. A link to DRGR guidance for reporting Section 3 accomplishments is provided below.</p> <p>CPF grants made to Tribes and TDHEs are subject to Indian Preference requirements in Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)). As stated in 24 CFR §75.3(c), grants to Tribes and TDHEs are subject to Indian Preference requirements in lieu of Section 3.</p> <p>www.hud.gov/localoffices</p>

FY2023 Community Project Funding Grant Guide (Version 1.0)

	<p>https://portalapps.hud.gov/Sec3BusReg/BRegistry/BRegistryHome www.EEOC.govhttp://www.dol.gov/ofccp/</p> <p>https://files.hudexchange.info/resources/documents/DRGR-Guidance-on-Reporting-Section-3-Labor-Hours-Fact-Sheet.pdf</p>
Uniform Relocation Assistance and Real Property Acquisitions Policies Act	<p>With certain limited exceptions, HUD-funded programs or projects are subject to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA) (42 U.S.C. §§ 4601 et seq.), and the government-wide regulations issued by the Federal Highway Administration at 49 CFR Part 24.</p> <p>The URA applies to acquisitions of real property and relocation occurring as a direct result of the acquisition, rehabilitation, or demolition of real property for Federal or Federally funded programs or projects. Real property acquisition that receives Federal financial assistance for a program or project, as defined in 49 CFR 24.2, must comply with the acquisition requirements contained in 49 CFR part 24, subpart B. Unless otherwise specified in law, the relocation requirements of the URA and its implementing regulations at 49 CFR part 24, cover any displaced person who moves from real property or moves personal property from real property as a direct result of acquisition, rehabilitation, or demolition for a program or project receiving HUD financial assistance.</p>
Generally Applicable HUD requirements (24 CFR Part 5, subpart A and 24 CFR 1000.12)	<p>CPF grantees and their subrecipients must comply with the generally applicable HUD and CPD requirements in 24 CFR Part 5, subpart A, including all applicable fair housing, and civil rights requirements. Grants to Tribes and TDHEs are subject to the nondiscrimination requirements in 24 CFR 1000.12 in lieu of the nondiscrimination requirements in 24 CFR 5.105(a).</p>
Equal Participation of Faith Based Organizations	<p>CPF grants are subject to HUD's regulations at 24 CFR §5.109 concerning equal participation of faith-based organizations in HUD programs and activities.</p>
SAM registration and Unique Entity Identifier (UEI)	<p>The System for Award Management (SAM) and Universal Identifier Requirements under 2 CFR Part 25 apply.</p> <p>Unless subject to the exceptions in 2 CFR 25.110 and 25.200(c), each applicant for a CPF award must:</p> <ul style="list-style-type: none"> (a) Be registered in SAM.gov (https://sam.gov/content/home) before submitting an application or plan; (b) Maintain an active SAM registration with current information, including information on a recipient's immediate

FY2023 Community Project Funding Grant Guide (Version 1.0)

	<p>and highest-level owner and subsidiaries, as well as on all predecessors that have been awarded a Federal contract or grant within the last three years, if applicable, at all times during which the applicant has an active Federal award or an application or plan under consideration by a Federal awarding agency; and</p> <p>(c) Provide its unique entity identifier in each application or plan submitted to HUD.</p> <p>As of April of 2022, all entities doing business with the federal government must use a Unique Entity ID created in SAM.gov. The federal government has stopped using the DUNS number to uniquely identify entities.</p> <p>To Sign up or Reactivate SAM.gov Account: Grantees must have a SAM.gov account. If your organization is already registered in SAM.gov, your UEI has already been assigned and is viewable in SAM.gov. This includes inactive registrations. The UEI is currently located below the DUNS Number on your entity registration record. Remember, you must be signed in to your SAM.gov account to view entity records. To learn how to view your UEI, go here: https://www.fsd.gov/gsafsd_sp?id=gsafsd_kb_articles&sys_id=a05adbae1b59f8982fe5ed7ae54bcbba</p> <p>Subrecipients may refer to the Guide to Getting a Unique Entity ID at SAM.gov to get a Unique Entity ID.</p> <p>Grantees may contact their Grant Officer for technical assistance. Please refer to this link to begin registering in SAM.gov for the UEI number https://sam.gov/content/home.</p>
<p>The Federal Financial Accountability and Transparency Act of 2006, (Public Law 109-282), as amended (FFATA)</p>	<p>Compliance with the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282) as amended (FFATA). FFATA requires information on federal awards be made available to the public via a single, searchable website, which is www.USASpending.gov. Accordingly, your award will be subject to the requirements provided by the Award Term in Appendix A to 2 CFR Part 170, "REPORTING SUBAWARD AND EXECUTIVE COMPENSATION INFORMATION," unless the Federal funding for the award (including funding that may be added through amendments) is not expected to equal or exceed \$30,000. Requirements under this Award Term include filing subaward information in the Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS.gov) by the end of the month following the month in which the recipient awards any sub-grant equal to or greater than \$30,000.</p>

FY2023 Community Project Funding Grant Guide (Version 1.0)

	Each applicant must have the necessary processes and systems in place to comply with the Award Term in Appendix A of 24 CFR Part 170 if the applicant receives an award, unless an exception applies as provided in 2 CFR 170.110.
Davis Bacon and Related Acts (DBRA)	Compliance with Davis Bacon and Related Acts (DBRA) is not a condition or requirement for CPF grants but may be required if your project is also supported by other funds which do require adherence to the DBRA.
Suspension and debarment	The governmentwide debarment and suspension regulations in 2 CFR Part 180 apply as incorporated and supplemented by HUD's implementing regulations in 2 CFR Part 2424. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.
Prohibition Against Lobbying Activities	Applicants are subject to the provisions of Section 319 of Public Law 101-121, 31 U.S.C. 1352, (the Byrd Amendment), and 24 CFR Part 87, which prohibit recipients of federal awards from using appropriated funds for lobbying the executive or legislative branches of the Federal government in connection with a Federal award. Applicants will be required to certify in their grant agreements that no Federal funds have been used to lobby. In addition, applicants must disclose, using Standard Form LLL (SF-LLL), "Disclosure of Lobbying Activities," any funds, other than federally appropriated funds, that will be or have been used to influence federal employees, members of Congress, or congressional staff regarding specific awards. Federally recognized Indian tribes and TDHEs established by Federally recognized Indian tribes as a result of the exercise of the tribe's sovereign power are excluded from coverage of the Byrd Amendment, but state-recognized Indian tribes and TDHEs established only under state law shall comply with this requirement. Applicants must submit the SF-LLL if they have used or intend to use non-federal funds for lobbying activities.
Drug-Free Workplace	The following award term applies to all grantees of CPF awards: You as the recipient must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 CFR Part 2429, which adopts the governmentwide implementation (2 CFR Part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701-707).

FY2023 Community Project Funding Grant Guide (Version 1.0)

<p>Trafficking in persons</p>	<p>The following award term and condition, which is required by 2 CFR Part 175, applies as written:</p> <ul style="list-style-type: none"> a. Provisions applicable to a recipient that is a private entity. <ul style="list-style-type: none"> 1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not— <ul style="list-style-type: none"> i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect; ii. Procure a commercial sex act during the period of time that the award is in effect; or iii. Use forced labor in the performance of the award or subawards under the award. 2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity: <ul style="list-style-type: none"> i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either— <ul style="list-style-type: none"> A. Associated with performance under this award; or B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by HUD at 2 CFR 2424. b. Provision applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity— <ul style="list-style-type: none"> 1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or 2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either: <ul style="list-style-type: none"> i. Associated with performance under this award; or ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by HUD at 2 CFR 2424. c. Provisions applicable to any recipient.
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FY2023 Community Project Funding Grant Guide (Version 1.0)

	<ol style="list-style-type: none"> 1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term. 2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section: <ol style="list-style-type: none"> i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and ii. Is in addition to all other remedies for noncompliance that are available to us under this award. 3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity. <p>d. Definitions. For purposes of this award term:</p> <ol style="list-style-type: none"> 1. “Employee” means either: <ol style="list-style-type: none"> i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements. 2. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery. 3. “Private entity”: <ol style="list-style-type: none"> i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25. ii. Includes: <ol style="list-style-type: none"> A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b). B. A for-profit organization. 4. “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).
Conflicts of Interest	<ol style="list-style-type: none"> i. Conflicts Subject to Procurement Regulations. In the procurement of property or services by recipients and subrecipients, the conflict-of-

FY2023 Community Project Funding Grant Guide (Version 1.0)

	<p>interest rules in 2 CFR 200.317 and 2 CFR 200.318(c) shall apply. In all cases not governed by 2 CFR 200.317 and 2 CFR 200.318(c), recipients and subrecipients must follow the requirements contained in paragraphs ii-v below.</p> <p>ii. General prohibition. No person who is an employee, agent, consultant, officer, or elected or appointed official of the recipient or subrecipient and who exercises or has exercised any functions or responsibilities with respect to 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 or benefit from the activity, or have a financial interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has immediate family or business ties, during his or her tenure or for one year thereafter. Immediate family ties include (whether by blood, marriage or adoption) the spouse, parent (including a stepparent), child (including a stepchild), brother, sister (including a stepbrother or stepsister), grandparent, grandchild, and in-laws of a covered person.</p> <p>iii. Exceptions. HUD may grant an exception to the general prohibition in paragraph (ii) upon the recipient's written request and satisfaction of the threshold requirements in paragraph (iv), if HUD determines the exception will further the Federal purpose of the award and the effective and efficient administration of the recipient's program or project, taking into account the cumulative effects of the factors in paragraph (v).</p> <p>iv. Threshold requirements for exceptions. HUD will consider an exception only after the recipient has provided the following documentation:</p> <ul style="list-style-type: none">a. A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how the public disclosure was made; andb. An opinion of the recipient's attorney that the interest for which the exception is sought would not violate state or local law. <p>v. Factors to be considered for exceptions. In determining whether to grant a requested exception after the recipient has satisfactorily met the threshold requirements in paragraph (iii), HUD will consider the cumulative effect of the following factors, where applicable:</p> <ul style="list-style-type: none">a. Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project that would otherwise not be available;b. Whether an opportunity was provided for open competitive bidding or negotiation;
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FY2023 Community Project Funding Grant Guide (Version 1.0)

	<ul style="list-style-type: none"> c. Whether the person affected is a member of a group or class of low- or moderate-income persons intended to be the beneficiaries of the assisted activity, and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class; d. Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision-making process with respect to the specific assisted activity in question; e. Whether the interest or benefit was present before the affected person was in a position as described in paragraph (ii); f. Whether undue hardship will result either to the recipient or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and g. Any other relevant considerations. <p>vi. Disclosure of potential conflicts of interest. Recipients must disclose in writing to your CPF Grant Officer any potential conflict of interest.</p>
Award Term and Condition for Recipient Integrity and Performance Matters	<p>If the total Federal share of the Federal award may include more than \$500,000 over the period of performance, the following award term and condition applies as written:</p> <p>Reporting of Matters Related to Recipient Integrity and Performance</p> <p>1. <i>General Reporting Requirement</i></p> <p>If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.</p> <p>2. <i>Proceedings About Which You Must Report</i></p> <p>Submit the information required about each proceeding that:</p> <ul style="list-style-type: none"> a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;

FY2023 Community Project Funding Grant Guide (Version 1.0)

	<ul style="list-style-type: none"> b. Reached its final disposition during the most recent five-year period; and c. Is one of the following: <ul style="list-style-type: none"> (1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition; (2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more; (3) An administrative proceeding, as defined in paragraph 5. of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or (4) Any other criminal, civil, or administrative proceeding if: <ul style="list-style-type: none"> (i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition; (ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and (iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations. <p>3. <i>Reporting Procedures</i> Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.</p> <p>4. <i>Reporting Frequency</i> During any period of time when you are subject to the requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent five-year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any</p>
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FY2023 Community Project Funding Grant Guide (Version 1.0)

	<p>information about the criminal, civil, and administrative proceedings.</p> <p>5. <i>Definitions</i></p> <p>For purposes of this award term and condition:</p> <ol style="list-style-type: none">Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (<i>e.g.</i>, Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.Total value of currently active grants, cooperative agreements, and procurement contracts includes—<ol style="list-style-type: none">Only the Federal share of the funding under any Federal award with a recipient cost share or match; andThe value of all expected funding increments under a Federal award and options, even if not yet exercised.
Lead-Based Paint Requirements	<p>If grant funds are used for purchase, lease, support services, operation, or work that may disturb painted surfaces, of pre-1978 housing, you must comply with the lead-based paint evaluation and hazard reduction requirements of HUD's lead-based paint rules (Lead Disclosure; and Lead Safe Housing (24 CFR part 35)), and EPA's lead-based paint rules (<i>e.g.</i>, Repair, Renovation and Painting; Pre-Renovation Education; and Lead Training and Certification (40 CFR part 745)).</p>

FY2023 Community Project Funding Grant Guide (Version 1.0)

3.3 Detailed Environmental Review Guidance for FY2023 CPF Grants

An environmental review is the process of reviewing a project and its potential environmental impacts to determine whether it meets federal, state, and local environmental standards. The environmental review process is required for all HUD-assisted projects to ensure that the proposed project does not negatively impact the surrounding environment and that the property site itself will not have an adverse environmental or health effect on end users.

This guidance seeks to clarify the environmental review requirements for the CPF Program for expenditure of funds for planning, administration, management, operations, and maintenance activities, as well as for development projects where construction contracts were entered into, or construction was started prior to the date of legislative enactment (December 29, 2022) and/or completion of a satisfactory environmental review.

3.3.1 Contacts and Project-Specific Assistance

For environmental review purposes, CPF Grantees should contact their [CPF Grant Officers](#) and [Regional Environmental Officers \(REOs\)](#). The CPF Grant Officers and REOs can assist in specific project questions and environmental review requirements for individual projects.

HUD will also be providing trainings on environmental review. HUD has also initiated a technical assistance [“Ask A Question” \(AAQ\) Desk](#) for environmental review to support grantees in navigating the environmental review requirements. You can access the AAQ desk here: <https://www.hudexchange.info/program-support/my-question/>.

Included in Section 5: Attachments is a short guide for requesting support through the AAQ desk (see Attachment 5: Environmental Review Ask-A-Question (AAQ) Guide).

3.3.2 Legal Framework and Policy

Grant Agreement

The first action that grantees should take is to submit your project narrative and project budget to your Grant Officer per the instructions provided in the Grant Guide. Submitting these materials initiates the processing of the Grant Agreement. The Grant Agreement is the legally binding document that outlines requirements and incorporates assurances and certifications for your project. The Grant Agreement must be signed by HUD prior to the grantee drawing down funds for reimbursement.

Environmental Review, Federal Nexus and Choice-Limiting Actions

HUD or the RE will be required to complete an environmental review of ALL work that took place or is proposed to take place following the date of enactment (December 29, 2022). A “Federal Nexus” is defined as the event that, by its occurrence, triggers the requirements for federal environmental review under a host of laws, regulations, and Executive Orders.

FY2023 Community Project Funding Grant Guide (Version 1.0)

The date of legislative enactment is the Federal Nexus for the FY2023 CPF program. The date of enactment (Federal Nexus) for FY2023 CPF grants was on December 29, 2022.

After the Federal Nexus, Grantees are prohibited from taking new choice-limiting actions related to hard costs, including commitment or expenditure of HUD and non-HUD funds, until a satisfactory environmental review has been completed for the aggregated project. HUD's aggregation requirements under 24 CFR 58.32 state that environmental reviews must group together and evaluate as a single project all individual activities which are related either on a geographical or functional basis, or are logical parts of a composite of contemplated actions. A satisfactory environmental review must include analysis of the applicable environmental laws and authorities, a determination that the project activities will not result in environmental harm that cannot be mitigated, consultation with federal/state agencies in a manner that allows for mitigation measures/conditions to be implemented, and a Request for Release of Funds and Certification (RROF/C) for the project that has been approved by the HUD CPD Field Office Director, if required. Most soft costs are covered by [HUD's nationwide environmental review for CPF soft costs](#), can be incurred any time after the date of legislative enactment (Federal Nexus) which occurred on December 29, 2022, and can be drawn down for reimbursement after the Grant Agreement for the project has been executed.

A choice limiting action is any activity that a grantee undertakes, including committing or expending HUD or non-HUD funds, that reduces or eliminates a grantee's opportunity to choose project alternatives that would avoid or minimize environmental impacts or enhance the quality of the human environment.

Examples of Choice Limiting Actions include acquisition, leasing, rehabilitation, demolition, new construction, and ground disturbance work such as clearing, grading or grubbing. HUD's prohibition on choice limiting actions at 24 CFR 58.22 is derived from the regulations of the Council on Environmental Quality implementing the National Environmental Policy Act of 1969 (NEPA), which state that (with certain exceptions), "until an agency issues a finding of no significant impact, as provided in § 1501.6 of this chapter, or record of decision, as provided in § 1505.2 of this chapter, no action concerning the proposal may be taken that would: (1) Have an adverse environmental impact; or (2) Limit the choice of reasonable alternatives." 40 CFR § 1506.1.

In addition, the related environmental laws and authorities with which HUD must comply contain their own procedural requirements which have the effect of limiting actions that may be taken before approval of the environmental review. For example, under the National Historic Preservation Act of 1966 regulations (54 U.S.C. 300101, et seq.; 36 CFR Part 800; see 24 CFR § 50.4(a)(1)), in the early stages of project planning, the agency official must determine whether the proposed federal action is an undertaking as defined by the regulations. The agency must then determine whether it is a type of activity that has the potential to cause effects on historic properties, and if so, seek ways to avoid, minimize or mitigate any adverse effects on the property. Similarly, under Section 7 of the Endangered Species Act (16 U.S.C. 1536), the agency must ensure that any action it authorizes, funds, or carries out is not likely to jeopardize the continued existence of a listed species in the wild or destroy or adversely modify critical habitat.

FY2023 Community Project Funding Grant Guide (Version 1.0)

Taking new choice-limiting actions is not permitted after the date of enactment (December 29, 2022) until the environmental review process is complete. In addition, HUD will not be able to fund a project where work that occurred after the date of enactment (December 29, 2022) has resulted in environmental harm or where environmental compliance with one or more of the laws and authorities cannot be achieved.

Programmatic Environmental Review for Planning, Administration, Operations and Maintenance

HUD has completed a nationwide [Part 50 Programmatic Environmental Review covering CPF soft costs](#) for planning, administration, operations, and maintenance activities under the CPF program. Grantees can incur reimbursable soft costs any time after the date of enactment (December 29, 2022) and following execution of the Grant Agreement, grantees may draw down funds for eligible planning, administration, operations and costs categorized as maintenance activities under [CPD Notice 16-02: Guidance for Categorizing an Activity for Maintenance](#).

Work Under Contract

Grantees can proceed with work covered by contracts that predate the date of enactment (identified by HUD as the Federal Nexus triggering federal environmental and historic preservation laws and regulations) at your own risk.

If your organization is under a legally binding construction contract prior to the date of enactment (December 29, 2022), work funded by non-federal funds may proceed to the extent practical and to the extent permitted in accordance with the previously executed contract. After the date of enactment (December 29, 2022), grantees may not enter into additional construction contracts or make other choice limiting commitments or actions, including making a commitment of HUD or non-HUD funds to the project, until an environmental review by a Responsible Entity (RE) under 24 CFR Part 58 is completed and a Request for Release of Funds and Certification (RROF/C) is approved by the HUD CPD Field Office Director via certification of the 7015.16 Authority to Use Grant Funds in HEROS, if applicable; or an environmental review by HUD under 24 CFR Part 50 is completed.

Hard Costs

HUD or the RE is required to complete a satisfactory environmental review of ALL work that took place or is proposed to take place following the date of enactment (December 29, 2022). Grantees can undertake project activities covered by contracts that were entered into prior to the date of enactment and can incur reimbursable hard costs related to construction and ground-breaking activities occurring any time after the date of enactment (December 29, 2022) at their own risk. If work that has taken place after the date of enactment (December 29, 2022) causes unmitigable environmental harm, is prohibited under environmental laws or HUD's environmental regulations (e.g., damaging endangered species habitat, impacting a structure eligible for listing on the National Register of Historic Places, or work within a regulatory floodway), or precludes completion of federal consultation requirements, those project activities cannot be funded.

If a project is unable to satisfactorily complete an environmental review, HUD can potentially fund other project activities that do not require aggregation with the work started after the date of enactment, such as operations and maintenance or program services. Contact your [CPF Grant Officer](#) to discuss additional project activities that may be able to be funded on an as needed basis.

FY2023 Community Project Funding Grant Guide (Version 1.0)

Grant funds can be drawn down for reimbursement of eligible costs after execution of the Grant Agreement for the project.

3.3.3 CPF Environmental Review Scenarios

The below scenarios offer consideration of some common scenarios received from grantees to date about the status of their projects and next steps.

In order for HUD's Congressional Grants Division (CGD) and the Office of Environment and Energy (OEE) to best assist you in determining your next steps, you should submit your project narrative and budget to your Grant Officer within CGD. This will enable HUD to:

- 1) initiate the Grant Agreement, and
- 2) work with grantees to determine the level of environmental review necessary for the project.

3.3.4 Questions and Answer/Project Scenarios

1. Can I use my planning and administration funds prior to completion of my environmental review?

ANSWER:

- Prior to the completion of the aggregated environmental review for the project, grantees can incur reimbursable soft costs for planning and administration any time after the date of enactment (December 29, 2022).
- A list of covered CPF soft costs can be found in [HUD's Part 50 Programmatic Environmental Review for CPF Soft Costs](#) and such costs can be drawn down for reimbursement after execution of the Grant Agreement.

2. Can I use my planning and administration funds to cover the costs to complete an environmental review?

ANSWER:

- Yes. The costs to complete an environmental review are eligible under the planning, administration, management, and maintenance activities covered by [HUD's programmatic environmental review](#) discussed in Scenario 1 above.
- Again, grantees may incur reimbursable soft costs any time after the date of enactment (December 29, 2022), but in order to draw down funds for reimbursement the grantee must have a fully executed Grant Agreement.

3. I was awarded a grant that is for a 100% planning activity. Do I have to complete an environmental review?

ANSWER:

FY2023 Community Project Funding Grant Guide (Version 1.0)

- Based on your project narrative, your Grant Officer will confirm that your project is for planning only activities.
- As mentioned above, HUD has completed a programmatic environmental review for all planning activities within the Community Project Funding portfolio.
- Thus, if you have a planning only grant, you do not have to conduct a new environmental review because the review has already been completed by HUD. You must have a fully executed Grant Agreement to draw down HUD funds for reimbursement of eligible activities.

4. I completed my project before receiving a signed grant agreement from HUD. Can I be reimbursed?

ANSWER:

- Some activities may be reimbursable depending on their timing and nature.
- Soft costs covered by [HUD's programmatic review](#) that were incurred after the date of enactment (December 29, 2022) can be reimbursed after the execution of the Grant Agreement.
- Eligible hard costs incurred after the date of enactment (December 29, 2022) are reimbursable after the execution of the Grant Agreement, with the completion of a satisfactory environmental review covering the aggregated project. See Federal Nexus and Choice-Limiting Actions section above for more information on HUD's project aggregation principles and what is included in a satisfactory environmental review process.
- For activities that fall outside of the scope of eligibility for reimbursement, HUD may be able to fund a related activity associated with the completed project. HUD's [CPF Grant Officers](#) will work with you to determine if there are other elements of the CPF-referenced project that can be funded in keeping with the intent of Congress.

5. I have started construction on my project with non-HUD funds, but plan to use HUD funds for a portion of my project:

a. Do I have to stop work on the project if the work was under contract prior to the date of enactment (December 29, 2022)?

ANSWER:

- HUD is not directing grantees to stop construction work in instances where a construction contract was entered into prior to the date of enactment (December 29, 2022). In such cases, work funded by non-federal funds may proceed to the extent practical, and to the extent permitted in accordance with the previously executed contract. Grantees may not enter into additional construction contracts or make other choice-limiting commitments or actions, including commitments of HUD or additional non-HUD funds to the project after the date of enactment (December 29, 2022) without the completion of a satisfactory environmental review covering the aggregated scope of the project. An environmental review must be completed before HUD funds and new commitments of non-HUD funds can be used on a project.

FY2023 Community Project Funding Grant Guide (Version 1.0)

- However, HUD does recommend that grantees stop work after the date of enactment (December 29, 2022), as a best practice. If any work conducted results in environmental harm that cannot be mitigated (e.g., damaging endangered species habitat, impacting a structure eligible for listing on the National Register of Historic Places), or precludes completion of federal consultation requirements, those project activities cannot be funded. For these reasons, continuing with work has risk of ineligibility for funding.

b. Do I have to stop work on a project if there isn't a contract in place?

ANSWER:

- If you are using your own workforce to do the work and can stop work – i.e., there is no preexisting legal obligation with another party to continue the construction activities – you must pause construction (where practical) until the environmental review is completed.

c. How is the environmental review conducted when the project is underway under an existing contract?

ANSWER:

- As of the date of enactment on December 29, 2022, federal compliance requirements apply to the project and HUD funds cannot be expended on work that results in environmental harm that cannot be mitigated. A satisfactory environmental review is necessary to determine the environmental impacts of the project.
- Existing contracts or commitments entered into and completed prior to the date of enactment (December 29, 2022) cannot be reimbursed and do not need to be included in the satisfactory environmental review.
- Contracts or commitments that were entered into prior to enactment, but consist of work that will continue after enactment, may proceed at their own risk, as a satisfactory environmental review is required for all activities taking place after receipt of the date of enactment (December 29, 2023). However, the project scope may require aggregation with previously undertaken project activities under HUD's aggregation regulations at 24 CFR 58.32.
- Analysis with the environmental laws and authorities must be conducted and determine that there hasn't been environmental harm that cannot be mitigated, and that consultation with federal/state agencies is conducted in a manner that allows for mitigation measures/conditions to be implemented.

Note: If a satisfactory environmental review cannot be completed due to environmental harm, work with your Grant Officer and Regional Environmental Officer to determine next steps.

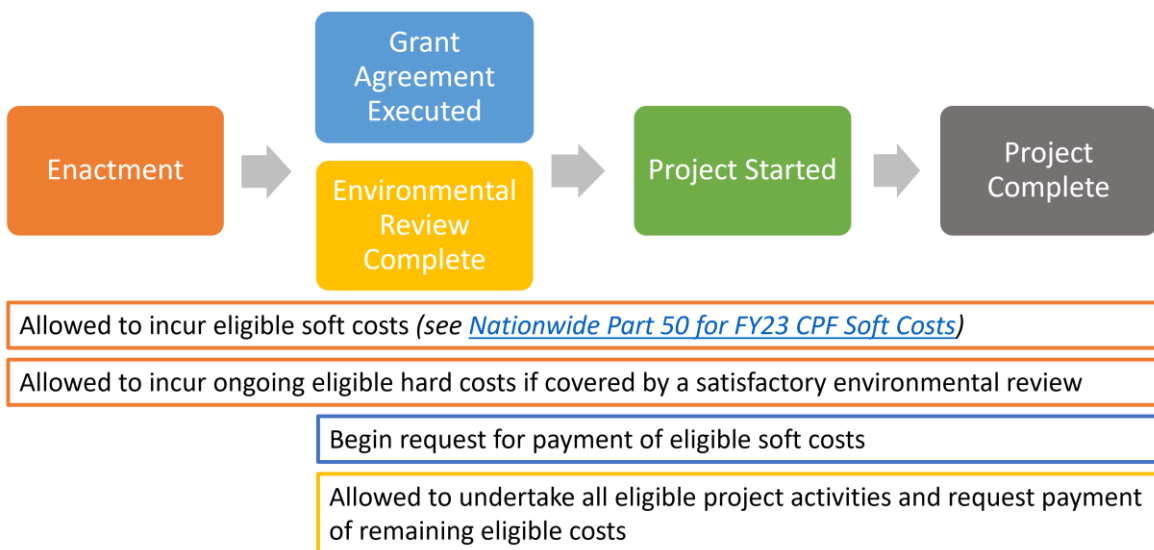
6. I have a completed environmental review, but I do not have an executed Grant Agreement. Can I start using HUD funds?

ANSWER:

FY2023 Community Project Funding Grant Guide (Version 1.0)

- Soft costs covered by [HUD's programmatic review for CPF soft costs](#) can be incurred any time after the date of enactment (December 29, 2022) and can be drawn down for reimbursement after the execution of the Grant Agreement.
- Eligible hard costs can be incurred after the date of enactment (December 29, 2022) and can be drawn down for reimbursement after the execution of the Grant Agreement and the completion of a satisfactory environmental review for the aggregated project.

Figure 1: FY2023 CPF Payment Request Process Flow



3.3.5 Resources

Applicable Appropriations Act:

[FY23 Consolidated Appropriations Act](#)

CPF Program Resources:

[CPF Landing Page](#)

[CPF Grant Officer Portfolio Assignments](#)

CPF Environmental Review Resources:

[HUD Environmental Contacts](#)

Guidance for Documenting the Environmental Review Record for CPF Grants

[Request for Release of Funds \(RROF\) Point-of-Contact for CPF Grants](#)

[Ask A Question \(AAQ\) Help Desk for CPF](#)

[Sample MOA between a Responsible Entity and CPF Non-profit Grantee](#)

General Environmental Review Resources:

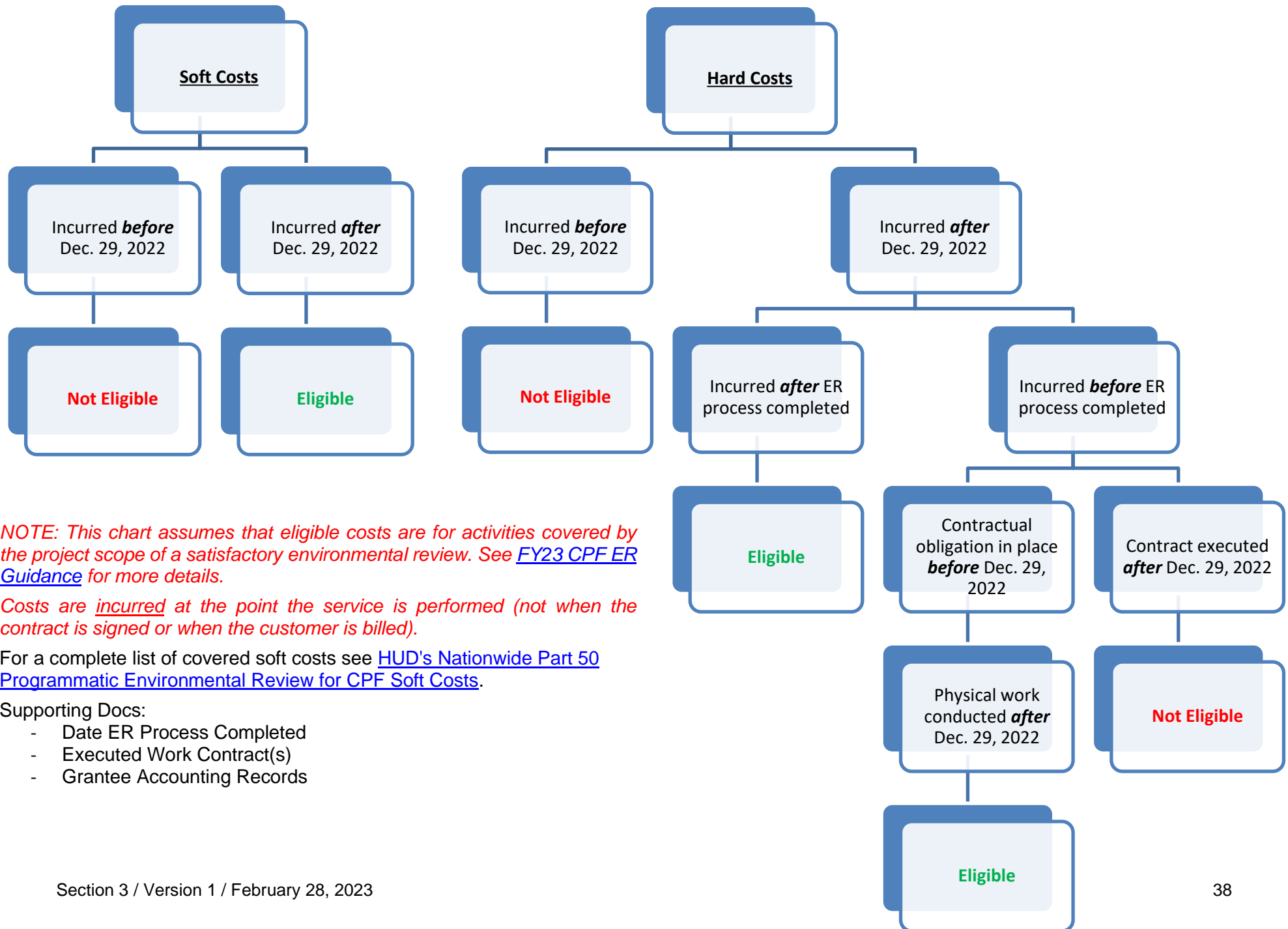
[24 CFR Part 58: Procedures for Entities Assuming HUD Environmental Responsibilities](#)

FY2023 Community Project Funding Grant Guide (Version 1.0)

[HEROS - HUD Environmental Review Online System](#)
[Environmental Review Training](#)

HUD's Nationwide Part 50 Programmatic Environmental Review for CPF Soft Costs:
FY23 Part 50 CPF-Soft-Costs-Nationwide-Programmatic E

FY2023 CPF Payment Eligibility Chart



FY2023 Community Project Funding Grant Guide (Version 1.0)

SECTION 4: CONTACT INFORMATION FOR GRANT OFFICERS AND REGIONAL ENVIRONMENTAL OFFICERS

Below is a link to the CPF Grants: Grant Officer Portfolio Assignments and Regional Environmental Officers contact information for your state.

<https://www.hud.gov/sites/dfiles/CPD/documents/Community-Project-Funding-Portfolio-Assignments.pdf>

FY2023 Community Project Funding Grant Guide (Version 1.0)

SECTION 5: ATTACHMENTS

Attachment 1: Grant Agreement Submission Checklist

Attachment 2: Website Links to Key Forms and Form Instructions

Attachment 3: SF-1199A – Direct Deposit Sign-Up Form

Attachment 4: HUD-27056 Form - Change of Address Request

Attachment 5: Environmental Review Ask-A-Question (AAQ) Guide

FY2023 Community Project Funding Grant Guide (Version 1.0)

Attachment 1: Grant Agreement Submission Checklist

To assist you with completing the required materials, please make sure that you have completed the following:

- ☐ The grantee has an active registration on the SAM.gov system.
- ☐ The legal name of the funding recipient in the SF-424's Block 8 is the same as the entity named in the JES.
- ☐ The amount of the requested grant is the same as the amount authorized in the JES.
- ☐ The SF-424 is complete, properly executed, and dated.
- ☐ The SF-424-B, if required, is properly executed and dated.
- ☐ The SF-424-D, if required, is properly executed and dated.
- ☐ The SF-LLL is complete, properly executed, and dated.
- ☐ The project narrative describes the ENTIRE project and indicates the specific activities that will be financed with CPF grant funds.
- ☐ The project budget is consistent with the requirements of the applicable appropriations act and cost principles in 2 CFR part 200.
- ☐ Indirect Cost Rate
 - Will you charge Indirect Costs to the Grant? ☐ Yes ☐ No
 - If yes, are you opting for following:
 - De Minimis Rate (10% of MTDC)
 - Federally Negotiated Indirect Cost Rate Agreement:
 - Approving Agency: _____
 - Approved Rate and Base: _____
 - Is Appendix 3 of the Grant Agreement filled out as appropriate?

FY2023 Community Project Funding Grant Guide (Version 1.0)

Attachment 2: Website Links to Key Forms and Form Instructions

Below are website links to key forms and form instructions for your FY2023 CPF Grant.

- **Form HUD-1044, Assistance Award/Amendment Form**
 - <https://www.hud.gov/sites/documents/1044.pdf>
- **Standard Form, Application for Federal Assistance SF-424**
 - <https://www.hudexchange.info/resource/306/hud-form-sf424/>
 - Form: https://apply07.grants.gov/apply/forms/sample/SF424_4_0-V4.0.pdf
 - Instructions: https://apply07.grants.gov/apply/forms/instructions/SF424_4_0-V4.0-Instructions.pdf
- **Standard Form 424B, Assurances - Non-Construction Programs**
 - <https://www.grants.gov/forms/sf-424-family.html>
 - Form: <https://apply07.grants.gov/apply/forms/sample/SF424B-V1.1.pdf>
 - Instructions: <https://apply07.grants.gov/apply/forms/instructions/SF424B-V1.1-Instructions.pdf>
- **Standard Form 424D, Assurances for Construction Programs**
 - <https://www.grants.gov/forms/sf-424-family.html>
 - Form: <https://apply07.grants.gov/apply/forms/sample/SF424D-V1.1.pdf>
 - Instructions: <https://apply07.grants.gov/apply/forms/instructions/SF424D-V1.1-Instructions.pdf>
- **SFLL Disclosure of Lobbying Activities (as applicable)**
 - <https://www.hudexchange.info/resource/308/hud-form-sflll/>
- **SF 1199A Direct Deposit Sign Up Form (Also see Attachment 3)**
 - https://www.hud.gov/sites/documents/DOC_8841.PDF

FY2023 Community Project Funding Grant Guide (Version 1.0)

Attachment 3: SF-1199A – Direct Deposit Sign-Up Form

https://www.hud.gov/program_offices/cfo/finsys/eLOCCS_Access/finset_dd

Standard Form 1199A
(Rev. February 2020)
Prescribed by Treasury Department
Treasury Dept. Cir. 1076

OMB No. 1530-0006

DIRECT DEPOSIT SIGN-UP FORM

DIRECTIONS

- To sign up for Direct Deposit, the payee is to read the back of this form and fill in the information requested in Sections 1 and 2. Then take or mail this form to the financial institution. The financial institution will verify the information in Sections 1 and 2, and will complete Section 3. The completed form will be returned to the Government agency identified below.
- A separate form must be completed for each type of payment to be sent by Direct Deposit.
- The claim number and type of payment are printed on Government checks. (See the sample check on the back of this form.) This information is also stated on beneficiary/annuitant award letters and other documents from the Government agency.
- Payees must keep the Government agency informed of any address changes in order to receive important information about benefits and to remain qualified for payments.

SECTION 1 (TO BE COMPLETED BY PAYEE)

A NAME OF PAYEE (last, first, middle initial)		D TYPE OF DEPOSITOR ACCOUNT <input type="checkbox"/> CHECKING <input type="checkbox"/> SAVINGS	
ADDRESS (street, route, P.O. Box, APO/FPO)		E DEPOSITOR ACCOUNT NUMBER	
CITY	STATE	ZIP CODE	
TELEPHONE NUMBER AREA CODE		F TYPE OF PAYMENT (Check only one)	
B NAME OF PERSON(S) ENTITLED TO PAYMENT		<input type="checkbox"/> Social Security <input type="checkbox"/> Fed. Salary/Mil. Civilian Pay	
C CLAIM OR PAYROLL ID NUMBER		<input type="checkbox"/> Supplemental Security Income <input type="checkbox"/> Mil. Active	
Prefix _____ Suffix _____		<input type="checkbox"/> Railroad Retirement <input type="checkbox"/> Mil. Retire.	
PAYEE/JOINT PAYEE CERTIFICATION		<input type="checkbox"/> Civil Service Retirement (OPM) <input type="checkbox"/> Mil. Survivor	
I certify that I am entitled to the payment identified above, and that I have read and understood the back of this form. In signing this form, I authorize my payment to be sent to the financial institution named below to be deposited to the designated account.		<input type="checkbox"/> VA Compensation or Pension <input type="checkbox"/> Other (specify) _____	
SIGNATURE _____ DATE _____		G THIS BOX FOR ALLOTMENT OF PAYMENT ONLY (if applicable)	
SIGNATURE _____ DATE _____		TYPE _____ AMOUNT _____	
JOINT ACCOUNT HOLDERS' CERTIFICATION		JOINT ACCOUNT HOLDERS' CERTIFICATION	
I certify that I have read and understood the back of this form, including the SPECIAL NOTICE TO JOINT ACCOUNT HOLDERS.		I certify that I have read and understood the back of this form, including the SPECIAL NOTICE TO JOINT ACCOUNT HOLDERS.	
SIGNATURE _____ DATE _____		SIGNATURE _____ DATE _____	
SIGNATURE _____ DATE _____		SIGNATURE _____ DATE _____	

SECTION 2 (TO BE COMPLETED BY PAYEE OR FINANCIAL INSTITUTION)

GOVERNMENT AGENCY NAME	GOVERNMENT AGENCY ADDRESS
------------------------	---------------------------

SECTION 3 (TO BE COMPLETED BY FINANCIAL INSTITUTION)

NAME AND ADDRESS OF FINANCIAL INSTITUTION		ROUTING NUMBER		CHECK DIGIT
		DEPOSITOR ACCOUNT TITLE		
FINANCIAL INSTITUTION CERTIFICATION				
I confirm the identity of the above-named payee(s) and the account number and title. As representative of the above-named financial institution, I certify that the financial institution agrees to receive and deposit the payment identified above in accordance with 31 CFR Parts 240, 209, and 210.				
PRINT OR TYPE REPRESENTATIVE'S NAME	SIGNATURE OF REPRESENTATIVE	TELEPHONE NUMBER	DATE	

Financial institutions should refer to the GREEN BOOK for further instructions.
THE FINANCIAL INSTITUTION SHOULD MAIL THE COMPLETED FORM TO THE GOVERNMENT AGENCY IDENTIFIED ABOVE

GOVERNMENT AGENCY COPY

Reset

1199-207

FY2023 Community Project Funding Grant Guide (Version 1.0)

Attachment 4: HUD-27056 Form - Change of Address Request

<https://www.hud.gov/sites/documents/27056.PDF>

Change of Address Request for Recipients of HUD Grants or Contracts

U.S. Department of Housing
and Urban Development
Office of the Chief Human Capital Officer

Instructions: This form is to be completed by recipients of HUD Grants or Contracts when their address changes. Please note the maximum characters per area. Characters in excess of the maximum will be truncated. The recipient shall submit this request to the appropriate Field/Program Office for approval. Once approved, the Field/Program Office will forward the request to Accounting for processing. After being processed, the U.S. Department of Housing and Urban Development will send all future correspondence to the new address.

	Recipient's Tax Identification Number (9 characters)	Effective Date of Address Change	
Current Information	Recipient's Name (33 characters max.)		
	Address (33 characters per line max.)		
	City (22 characters max.)	State (2 chars.)	Zip Code (5 or 9 characters)
	Contact Name	Phone Number (include area code)	
Enter the Requested Changes	Recipient's Name (33 characters max.)		
	Address (33 characters per line max.)		
	City (22 characters max.)	State (2 chars.)	Zip Code (5 or 9 characters)
	Contact Name	Phone Number (include area code)	
	Name and Signature of the Recipient Official Authorized to sign the Grant Agreement / Contract		
	X		
Approval (only necessary on requests for a recipient name change)	Name and Signature of the HUD Program Official Authorized to sign the Grant Agreement / Contract		
	X		

FY2023 Community Project Funding Grant Guide (Version 1.0)

Attachment 5: Environmental Review Ask-A-Question (AAQ) Guide

We are excited to announce that the Ask-A-Question tool on HUD Exchange has been expanded to provide technical assistance for Community Project Funding (CPF). You can access the website by going to <https://www.hudexchange.info/program-support/my-question/>.

The first step in submitting a question is to fill in the Personal Information fields. All the fields are required.

Step 1 of 2 1 of 2

Personal Information* Required fields

*First Name

*Last Name

*State

*City/Town

*County

*Phone Number

Format: xxx-xxx-xxxx x____ (Extension Optional)

*Email Address

*Confirm Email

Once you have entered your personal information, please select I am a... "HUD Grantee." If your organization or community is listed, please select the correct grantee name.

*I am a

*Which Grantee are you?

Step 2 >

If you do not find your entity's name, select "Other – Please Specify" in the I am box and you will be able to provide the entity name in the Other box.

*I am a

*Other

Step 2 >

Once you have identified yourself, select the button for Step 2.

You will be taken to Step 2 of 2 after a prompt to review your personal information. Please select "CPF: Community Project Fund" in the My question is related to... box. Then add a subject line, enter your question, and upload any applicable documents. Submit your question.

FY2023 Community Project Funding Grant Guide (Version 1.0)

PAPERWORK REDUCTION ACT

Economic Development, Community Project Funding/Congressionally Directed Spending
U.S. Department of Housing and Urban Development
OMB Approval No 2506-0217

Public Reporting Burden for this collection of information is estimated to average 2 hours per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of information. Response to this collection of information is mandatory to obtain a benefit. The information requested does not lend itself to confidentiality. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number.