

APPROVED
MAY 04 2023

BOARD REPORT

**BOARD OF RECREATION
AND PARK COMMISSIONERS**

NO. 23-088

DATE May 04, 2023

C.D. 3

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: THE ECONOMIC DEVELOPMENT INITIATIVE/COMMUNITY PROJECT FUNDING (EDI/CPF) GRANT - ACCEPTANCE OF GRANT AWARD FOR THE IMPROVEMENTS TO WARNER CENTER PARK PROJECT

B. Aguirre _____ M. Rudnick _____
C. Santo Domingo _____
B. Jackson _____ *N. Williams NDW

9/16

General Manager

Approved X Disapproved _____ Withdrawn _____

If Approved: Board President [Signature] Board Secretary [Signature]

RECOMMENDATIONS

1. Authorize the Department of Recreation and Parks' (RAP) General Manager to accept the FY2022 Economic Development Initiative/Community Project Funding (EDI/CPF) grant program award (Grant) from the United States Department of Housing and Urban Development (HUD) in the amount of Two Hundred Fifty Thousand Dollars (\$250,000) for the Improvements to Warner Center Park (Project), and execute the grant agreement in connection thereto in the form attached as Attachment 3 to this report, subject to Mayor and City Council approval in accordance with Los Angeles Administrative Code Section 14.6 and the City Attorney as to form;
2. Authorize RAP's Chief Accounting Employee to establish the necessary account(s), and/or to appropriate funding received within "Recreation and Parks Grant" Fund 205, to accept the FY2022 EDI/CPF Grant funds for the Project from HUD;
3. Direct RAP staff to transmit a copy of the Grant award and agreement noted in this Report for the Project to the Mayor, Office of the City Administrative Officer (CAO), Office of the Chief Legislative Analyst (CLA), and to the City Clerk for committee and City Council approval, pursuant to the Los Angeles Administrative Code Section 14.6 *et seq.* as may be amended;
4. Authorize RAP staff to make necessary technical corrections to carry out the intent of this Report.

SUMMARY

In the Consolidated Appropriations Act, 2022, (P.L. 117-103) (The Act), Congress made available, "grants for the Economic Development Initiative for the purposes of Community Project Funding/Congressionally Directed Spending." As a result of the work done by Congressman Brad Sherman, representative for the 30th Congressional District, funding in the amount of Two Hundred

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Fifty Thousand Dollars (\$250,000) was approved and earmarked by Congress for the Improvements to Warner Center Park project (Project). The Board of Recreation and Park Commissioners (Board) previously approved RAP staff to submit a grant application and standard Federal forms to secure the FY2022 EDI/CPF grant funding for the Project (Report #22-294). As a result, HUD issued the grant agreement attached as Attachment 3 hereto. Once executed, RAP will be able to use the funding for the Project. The scope of the Project includes construction of new shade structures as described in the Grant application previously presented to the Board under Report #22-294. Staff recommends the Board authorize the acceptance of the Grant funds for the Project and the execution of the related grant agreement. More complete project details, including the environmental impact review under the California Environmental Quality Act (CEQA), will be presented to the Board for review at a later date.

TREES AND SHADE

The proposed Project scope as described in the Grant application does not anticipate any impact on the existing trees and shade at Warner Center Park.

ENVIRONMENTAL IMPACT

Staff found that the proposed Project has not yet been defined in sufficient detail and therefore an evaluation of the impact of the Project on the environment is premature. Staff will provide a recommendation pursuant to the California Environmental Quality Act (CEQA) when more information about the Project is available and prior to the construction of the Project.

FISCAL IMPACT

There is no anticipated fiscal impact to RAP's General Fund by executing the FY2022 EDI/CPF grant agreement. Prior to any construction, and at the time the project detail is presented to the Board, if additional funding is required to complete the project, a reassessment of any potential impact on the General Fund will be conducted and presented.

This Report was prepared by Nick Incardona, Management Analyst, Grants Administration.

LIST OF ATTACHMENTS

- 1) Report No. 22-294 (November 17, 2022)
- 2) Award Letter B-22-CP-CA-0074 (dated March 7, 2023)
- 3) United States Department of Housing and Urban Development (HUD), 2022 EDI/CPF Grant Agreement.

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BOARD OF RECREATION AND PARK COMMISSIONERS

BOARD REPORT

NO. 22-294

DATE November 17, 2022

C.D. 3

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: THE ECONOMIC DEVELOPMENT INITIATIVE/COMMUNITY PROJECT FUNDING (EDI/CPF) GRANT – APPROVAL OF SUBMISSION OF GRANT APPLICATION FOR THE IMPROVEMENTS TO WARNER CENTER PARK PROJECT

B. Aguirre	_____	M. Rudnick	_____
H. Fujita	_____	C. Santo Domingo	_____
B. Jackson	_____	*N. Williams	<u>NDW</u>

General Manager

Approved X

Disapproved _____

Withdrawn _____

If Approved: Board President

Board Secretary

RECOMMENDATIONS

1. Authorize the Department of Recreation and Parks (RAP) to submit a grant application for the Economic Development Initiative/Community Project Funding (EDI/CPF) grant program (Grant) for the Improvements to Warner Center Park project as described in this Report and Attachments 2 and 3 to this Report (Project).
2. Authorize RAP staff to make any technical adjustments to the Economic Development Initiative/Community Project Funding (EDI/CPF) grant application for the Project as necessary to carry out the intent of this Report.

SUMMARY

RAP respectfully requests the Board of Recreation and Parks Commissioners (Board) to authorize RAP staff to submit a grant application in the amount of Two Hundred Fifty Thousand Dollars (\$250,000) to the United States Department of Housing and Urban Development (HUD), the grant administrator, for the Economic Development Initiative/Community Project Funding (EDI/CPF) grant, for the Improvements to Warner Center Park project (Project).

Warner Center Park is located at 5800 Topanga Canyon Boulevard in the Canoga Park and Woodland Hills communities in the San Fernando Valley. Warner Center Park is approximately 15-acres in size, and there are approximately 5,676 residents living within a ½-mile walking distance to the park. Due to the facility's size, features, programs and services it provides, Warner Center Park meets the standard for a Community Park as defined in the City's Public Recreation

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Plan.

In the Consolidated Appropriations Act, 2022, (P.L. 117-103) (The Act), Congress made available, “grants for the Economic Development Initiative for the purposes of Community Project Funding/Congressionally Directed Spending.” As a result of the work done by Congressman Brad Sherman, representative for the 30th Congressional District, funding in the amount of Two Hundred Fifty Thousand (\$250,000) has been approved and earmarked by Congress for the Improvements to Warner Center Park project. In order to secure the funding RAP will need to submit an Application for Federal Assistance, supporting documents, and a National Environmental Policy Act (NEPA) environmental review. Once HUD receives these items, a grant agreement will be prepared, and RAP staff will return to the Board of Recreation and Park Commissioners to present the agreement for approval and to accept any Grant funds that have been awarded. Applications must be received by HUD no later than December 31, 2022 to ensure funds remain available.

The Project, as described in the Grant application (Attachments 2 and 3) is for the construction of new shade structures for the existing fitness area and picnic area.

TREES AND SHADE

This Project scope as described in the Grant application does not envision any impact on the existing trees but will increase the amount of shade at the picnic area and fitness area at Warner Center Park.

ENVIRONMENTAL IMPACT

The proposed Project consists of the authorization to apply for a grant to install a shade structures and other improvements at Warner Center Park.

Staff found that the Project is not yet sufficiently defined to make a determination pursuant to the California Environmental Quality Act and will provide information on its environmental impact when the project details become available.

FISCAL IMPACT

There is no anticipated fiscal impact to RAP’s General Fund in applying for the Economic Development Initiative/Community Project Funding (EDI/CPF) grant program. Prior to any construction, and at the time the project detail is presented to the Board, if additional funding is required to complete the project, a reassessment of any potential impact on the General Fund will be conducted and presented.

BOARD REPORT

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STRATEGIC PLAN INITIATIVES AND GOALS

Approval of this Board Report advances RAP's Strategic Plan by supporting:

Goal No. 1: Provide Safe and Accessible Parks

Outcome No. 2: All parks are safe and welcoming

Result: The new shade structures at Warner Center Park will increase the appeal of the park and enhance the park users' experience.

This Report was prepared by Nick Incardona, Management Analyst, Grants Administration, and reviewed by Bill Jones, Chief Management Analyst, Finance Division.

LIST OF ATTACHMENTS

- 1) Attachment 1: HUD's Letter of Invitation (LOI) to apply for the grant funding.
- 2) Attachment 2: Required narrative of project.
- 3) Attachment 3: Required line-item budget.



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, D.C. 20410-1000

OFFICE OF COMMUNITY PLANNING
AND DEVELOPMENT

July 18, 2022

Ms. Yolanda Chavez
Assistant City Administrative Officer
City of Los Angeles
200 N. Spring Street
Los Angeles, CA 90012
Email: yolanda.chavez@lacity.org

Dear Ms. Chavez:

In the Consolidated Appropriations Act, 2022, (P.L. 117-103) (the Act), Congress made available “grants for the Economic Development Initiative for the purposes of Community Project Funding/Congressionally Directed Spending.” These Community Project Funding (CPF) awards are administered by the Department of Housing and Urban Development (HUD).

Pursuant to the requirements associated with the Act, this Letter of Invitation (LOI) is an important step in the grant award process and outlines the grant award requirements and the information needed from you to prepare the Grant Agreement for execution. Once we receive and verify your information, we will send your Grant Agreement for signature.

The information we received about your project in the Act’s Joint Explanatory Statement (JES) is below. A Grant Number has been generated and will be the unique identifier for your project during the grant process. The Grant Number is noted below.

Grantee: City of Los Angeles
Project Description: Improvements to Warner Center Park
Grant Amount: \$250,000.00
Grant Number: B-22-CP-CA-0074

The next step is for you to provide 1) your organization’s Authorized Representative, 2) a detailed project narrative, 3) a line-item budget, and 4) certain Federal forms. The detailed project narrative should capture the maximum anticipated scope of the proposal, not just a single activity that the CPF grant is going toward. It should include all contemplated actions that are part of the project. The line-item budget should identify the use of the CPF grant funds in context of the full project budget.

The “FY2022 Community Project Funding Grant Guide” (CPF Grant Guide) provides instructions for completing the requested information and filling out the required administrative forms. The CPF Grant Guide also provides information on the appropriations-specific and cross-cutting Federal requirements that govern these funds. Links to the required forms are included in the Grant Guide as an attachment to this letter and on our website at this link: https://www.hud.gov/program_offices/comm_planning/edi-grants

Upon receipt of your information, we will review the materials for consistency with the intent of Congress as set forth in the JES and prepare your Grant Agreement for signature. If there are questions about any of the information provided, the Department will notify you prior to issuing the Grant Agreement.

Please note two important considerations regarding allowable costs:

The first is that the Consolidated Appropriations Act, 2022, prohibits CPF funds from being used to reimburse expenses incurred before the date the CPF Grant Agreement is executed.

The second is that, 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.'** 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 historic properties prior to completion of the historic preservation review process known as Section 106 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.

HUD has determined the federalization of CPF projects as the date of this Letter of Invitation. This is also referred to as the federal 'nexus' date for environmental review for CPF projects. To prevent choice limiting actions from occurring, following issuance of this letter, you may not commit funds or take any actions (outside of existing contracts) until an environmental review is completed. Further explanation of choice limiting actions and the environmental review process, including historic preservation review, is included within the CPF Grant Guide.

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:

B-22-CP-CA-0074: City of Los Angeles: Submission of Required LOI 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, CPD Congressional Grants Division, at Njeri.A.Santana@hud.gov.

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

Sincerely,



Robin J. Keegan
Deputy Assistant Secretary
Economic Development

ATTACHMENTS
FY 2022 Community Project Funding Grant Guide

WARNER CENTER PARK GRANT NARRATIVE

The proposed project will be located in the Warner Center Park. This park is located at 5800 Topanga Canyon Boulevard in the Canoga Park and Woodland Hills neighborhoods in the San Fernando Valley. The Warner Center Park is bounded by Califa St. to the north, the Owensmouth Ave. to the east, Marylee St. to the south, and Topanga Canyon Blvd. to the west, and acts as a regional center between the residential and commercial areas of the San Fernando Valley. The most recent Census data indicates that approximately 1,836,142 people live in the San Fernando Valley with approximately 6,000 living within a ½-mile walking distance to Warner Center Park.

Warner Center Park is approximately 15-acres in size and has picnic areas, a children's playground, an outdoor fitness zone, and a pavilion with a band shell. The pavilion is the site of the Valley Cultural Center's (VCC) Summer Concerts on the Green during the warmer months of June, July, and August. The proposed scope of work for the Warner Center Park is to construct new shade structures for the existing fitness area and picnic area, which is outlined in yellow in the image.

Within the Canoga Park and Woodland Hills neighborhoods, many site improvement projects have occurred in recent years, including the Reseda Park, Mecca Avenue Park, and Woodland Hills Recreation Center. The proposed improvements to Warner Center Park continue the Department of Recreation and Parks commitment to provide safe, welcoming, and well-maintained parks that are accessible to all park visitors.

The estimated cost to construct the new shade structures over the picnic area and fitness area is \$250,000.00 and a line item budget is included. The budget contains four sections, (1) project management, (2) other direct costs, (3) design, and (4) construction. The Department of Recreation and Parks will use the CPF funding to complete the construction of the new shade structures and any remaining funding will be used to recover the Department of Recreation and Parks construction-related labor costs.

The project management section of the budget provides project oversight for the following tasks; investigative work, civil engineering, architectural work, environmental work, cost estimating/budgeting work, and contracting work.

The other direct costs section of the budget includes required permitting for the project.

The design section of the budget will be done in-house by the Department of Recreation and Parks staff and includes working with a contractor for the design and structural elements of the new shade structures.

The construction section of the budget includes various costs including construction/installation of the new shade structures, hardscape, and landscape of the project site area which is outlined in yellow in the image.



Department of Recreation and Parks
Economic Development Initiative (EDI) Community Project Funding

Project Name	Warner Center Park Improvement (Shade)		
Project Address	5800 Topanga Canyon Blvd, Woodland Hills, CA 91367	Council District	3
Grant Number	B-22-CP-CA-0074	Grant Amount	\$ 250,000.00

Specified				Class C Estimate
Activity	Company Name	Work Order	Phase	Budget

Project Management				
Project Mgmt.			PM	\$ 10,000
PM Consultant			PM	
RAP Grants Accounting			Design	
			Subtotal:	\$ 10,000

Other Direct Costs				
Permitting Fees	Building & Safety/USACE		Design/Constr	\$ 10,000
			Subtotal:	\$ 10,000

Design				
In-House	TBD		Design	\$ 10,000
			Subtotal:	\$ 10,000

Construction				
Shade Structures	TBD		Constr	\$ 197,000
			Subtotal:	\$ 197,000

			Total:	\$ 227,000
			Project Contingency:	\$ 22,700
TOTAL PROJECT COST				\$ 250,000

APPROVED BY:	
	10/11/2022
Project Manager	Date
Program Manager	Date



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, D.C. 20410-1000

OFFICE OF COMMUNITY PLANNING AND DEVELOPMENT

March 7, 2023

Mr. Jimmy Kim
General Manager
City of Los Angeles
200 N. Spring Street
Los Angeles, CA 90012
Email: Jimmy.kim@lacity.org

Dear Mr. Kim:

This letter provides important updates concerning your FY2022 Community Project Funding (CPF) award. The recently enacted Consolidated Appropriations Act, 2023, (P.L. 117-328)¹ (the FY2023 Act) includes changes for Fiscal Year 2022 CPF grants initially authorized in the Consolidated Appropriations Act, 2022 (P.L. 117-103) (the FY2022 Act). Additionally, HUD has taken action and determined that all of its FY2022 CPF grants will not be subject to the Build America, Buy America (BABA) provisions.

To account for these changes and clarify the applicable requirements for your grant, HUD has revised its FY2022 CPF Grant Agreement and prepared a new “FY2022 Community Project Funding Grant Guide: Version 2.0” to replace the former grant guide.

This letter provides a brief overview of the changes and the process that FY2022 Community Project Funding grantees should take to fill out and sign the “Revised FY2022 CPF Grant Agreement”. As a clarification, this letter applies only to your FY2022 CPF grant. If you have also been designated to receive a FY2023 CPF grant, HUD will provide a separate correspondence regarding that grant.

The FY2023 Act includes the following changes for FY2022 CPF grants:

- 1) Clarifies that eligible expenses include administrative, planning, operations, and maintenance costs;
- 2) Authorizes the grant funds to be used for reimbursement of otherwise eligible expenses incurred on or after the date of enactment of the FY 2022 Act, and prior to the date of grant execution, some exceptions may apply in accordance with 2 CFR 200.305.
- 3) Expenditures for planning and management development and administration are no longer capped at 20 percent of the grant amount.

¹ The FY2023 Act language related to Congressionally-directed Economic Development Initiative/Community Project Funding is on pages 696-697: <https://www.congress.gov/117/bills/hr2617/BILLS-117hr2617enr.pdf>.

In addition to this letter, we are providing an updated “Grant Award Package” that includes:

- 1) The updated “FY2022 Community Project Funding Grant Guide” (FY22 CPF Grant Guide: Version 2.0) which provides:
 - a. Information on the appropriations-specific and cross-cutting Federal requirements that govern these funds.
 - i. Award instructions that provide guidance for various grant administration-related actions. Please refer to this document as it includes important information and forms for accessing the Disaster Recovery Grant Reporting (DRGR) system which manages the reimbursement process and periodic reporting of project status and accomplishments. Links to the required forms are included in grant guide and on our website:
https://www.hud.gov/program_offices/comm_planning/edi-grants.
- 2) The Revised FY2022 CPF Grant Agreement which:
 - a. Specifies the applicable statutory provisions, regulations, and administrative requirements for this award.
 - b. Should be read 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.
 - c. Should be reviewed to ensure all grantee information and award-specific information is entered completely and accurately before signing.
 - d. Must be signed and dated by the Authorized Representative or the grantee’s legal signatory.
 - e. Should also be retained for your records, after submission, pending receipt of the fully executed copy from HUD.

To assist you with understanding the materials that you have received, HUD will be hosting a series of regular webinars and “office hours” to review these changes and support grantees through the grant award process and beyond.

Overview of Changes from the FY2023 Act

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.

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.’²

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.

Under the original process for the FY2022 EDI/CPF grants, given that grantees were not aware of the federal requirements at enactment of the FY 2022 Act and that recipients could not be reimbursed for eligible expenses that occurred before obligation (interpreted to mean the execution of the grant agreement), HUD determined that the Letter of Invitation (LOI) would serve as notification of the federalization of the award.

HUD has determined the federalization date of FY2022 CPF grants as July 18-28, 2022. The exact date for federalization depends on the date of your LOI. This is also referred to as the federal ‘nexus’ date for environmental review for CPF projects. To prevent choice limiting actions from occurring, following the LOI, you may not commit funds or take any actions (outside of existing contracts) until an environmental review is completed. Further explanation of choice limiting actions and the environmental review process, including historic preservation review, is included within the CPF Grant Guide.

Based on the FY2023 language changing the reimbursable expenses for HUD’s FY2022 CPF grantees, HUD evaluated how to increase eligible project costs while ensuring adherence to all “eligibility” requirements. Given that the specific reference to “otherwise eligible expenses” within the FY2023 Act’s language includes compliance with environmental requirements as paramount to project eligibility, the changes broaden costs reimbursement for the HUD CPF FY22 grantees:

1. For soft costs, 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 your Grant Agreement is executed (and your approved budget is changed as necessary to account for these costs), you may use your grant funds to reimburse soft costs incurred on or after the date of enactment of the FY2022 Act (March 15, 2022).
2. For hard costs: After your Grant Agreement is executed (and your approved budget is changed, if necessary, to account for these costs), you may use your grant funds to reimburse hard costs that were incurred:

² 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 historic 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.

- a. after the environmental review process was completed; and
- b. after the date of the LOI.

Process Changes

1) Grantee has sent grant materials to HUD but does not yet have an executed Grant Agreement:

For grantees that have sent your grant materials to HUD but do not yet have an executed Grant Agreement, you have the option, but are not required, to revise your project narrative and budget to take advantage of the changes from the FY2023 Act.

See Section 2.2.1 of the Grant Guide for next steps.

2) Grantee has signed your grant agreement but do not yet have an executed Grant Agreement:

For grantees that have signed their Grant Agreement, but are waiting on the executed Grant Agreement from HUD, you will need to sign a revised Grant Agreement.

In addition, please note, you have the option, but are not required, to revise your project narrative and budget to take advantage of the changes from the FY2023 Act.

See Section 2.2.2 of the Grant Guide for next steps.

3) Grantee has not yet sent grant materials to HUD:

If you have not sent your grant materials to HUD, HUD will send the Grant Award Letter, Grant Agreement, FY2022 Grant Guide: Version 2.0, and standard forms to you.

See Section 2.2.3 of the Grant Guide for next steps.

4) FY2022 Grantees with Technical Corrections

The FY2023 Appropriations Act listed Technical Corrections to certain FY2022 EDI-CPF grants. Grantees with Technical Corrections have received a letter from HUD with guidance for next steps to incorporate the Technical Corrections.

See Section 2.2.4 of the Grant Guide for next steps.

All information required for your grant award should be submitted via email to the dedicated mailbox at CPFGrants@hud.gov. Include your grant number and grant name in **all** email correspondence. 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 your amended Grant Agreement or about your grant in general, please feel free to contact Njeri Santana-Carter , in the Congressional Grants Division 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. An updated list of Grant Officers is posted on the program website and available at this link:

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

Sincerely,



Robin J. Keegan
Deputy Assistant Secretary for
Economic Development

ATTACHMENTS:

FY2022 Community Project Funding Grant Guide (Version 2.0)

Revised FY2022 CPF Grant Agreement

Form HUD-1044 - Assistance Award/Amendment Form

**FY 2022 COMMUNITY PROJECT FUNDING
GRANT AGREEMENT NO. B-22-CP-CA-0074**

Grantee Name: City of Los Angeles

Grantee Address: 200 N. Spring Street Los Angeles, CA 90012

Grantee's Unique Entity Identifier (UEI): FBTMNKK3L545

Grantee's Employer Identification Number (EIN) 95-6000735

Federal Award Identification Number (FAIN) B-22-CP-CA-0074

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, 2030

This Grant Agreement between the Department of Housing and Urban Development (HUD) and City of Los Angeles (the Grantee) is made pursuant to the authority of the Consolidated Appropriations Act, 2022 (Public Law 117-103); and the Explanatory Statement for Division L of that Act, which was printed in the House section of the Congressional Record on March 9, 2022 (Explanatory Statement); and superseding provisions of the Consolidated Appropriations Act, 2023 (Public Law 117-328).

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 \$250,000 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, 2022, the Explanatory Statement, and the Consolidated Appropriations Act, 2023 are hereby incorporated and made part of this Grant Agreement. In the event of a conflict between those conditions, the conditions provided by the later 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 art 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 art 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 art 58.

C. After Grantee's receipt of the Letter of Invitation for this grant, 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 prior to the Letter of Invitation, 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 amendment 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 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. The Grantee must only enter activities in DRGR that are described in the Approved Budget.

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

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

F. 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.

G. 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, 2030.

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

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 as described in Article III, section A of this Grant Agreement, 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).