

K22-1245

20222 CONSOLIDATED PLAN GRANT AGREEMENT

City of New Orleans

This Grant Agreement is made by and between the United States Department of Housing and Urban Development (HUD) and City New Orleans, Grantee.

Community Development Block Grant (CDBG) Program

Grant Number: B-22-MC-22-0006

TIN: 72-6000969

The terms of the CDBG award in the amount of **\$12,842,824**, which are the subject of this part of this Agreement are set forth in the attached executed HUD Form 7082, Funding Approval/Agreement and the attached addendum. In addition to the conditions contained on form HUD 7082, the grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Dun and Bradstreet Data Universal Numbering System (DUNS), the System for Award Management (SAM) (SAM replaces CCR), and the Federal Funding Accountability and Transparency Act, including Appendix A to Part 25 of the *Financial Assistance Use of Universal Identifier and Central Contractor Registration*, 75 Fed. Reg. 55671 (Sept. 14, 2010)(to be codified at 2 CFR part 25) and Appendix A to Part 170 of the *Requirements for Federal Funding Accountability and Transparency Act Implementation*, 75 Fed. Reg. 55663 (Sept. 14, 2010) (to be codified at 2 CFR part 170).

HOME Investment Partnerships Act (HOME) Program

Grant Number: M-22-MC-22-0201

TIN: 72-6000969

The terms of the HOME grant in the amount of **\$2,809,593**, which are the subject of this part of this agreement, are set forth in the attached executed HUD Form 40093, Funding Approval and HOME Investment Partnerships Agreement.

Also incorporated as part of this Agreement are the Consolidated Plan and the certifications submitted to the Secretary by the Grantee. The Grantee further certifies that it is following a current Consolidated Plan that has been approved by HUD.

The Grantee agrees to comply with all applicable laws and regulations in distributing funds provided under this Grant Agreement and to accept responsibility

for ensuring compliance by sub-recipient entities to which it makes funding assistance hereunder available.

The Grantee further agrees to comply with provisions of the environmental requirements of 24 CFR Part 58 as applicable under Section 104(g) of the Housing and Community Development Act of 1974 with respect to funds provided under this Grant Agreement.

Housing Opportunities for Persons with AIDS (HOPWA) Program

Grant Number: LAH21F001

TIN: 72-6000969

The terms of the HOPWA grant in the amount of **\$3,559,299**, which are the subject of this part of this Agreement, are set forth in the attached executed HOPWA grant Agreement.

Emergency Solutions Grant (ESG) Program

Grant Number: E-22MC-22-0006

TIN: 72-6000969

The terms of the ESG award in the amount of **\$1,112,735** which are the subject of this part of this Agreement, are set forth as provided in the attached Emergency Solutions Grants Agreement, which constitutes a part of this Agreement.

Also incorporated as part of this Agreement are the Consolidated Plan and the certifications submitted to the Secretary by the Grantee. The Grantee further certifies that it is following a current Consolidated Plan that has been approved by HUD.

The Grantee agrees to comply with all applicable laws and regulations in distributing funds provided under this Grant Agreement and to accept responsibility for ensuring compliance by sub-recipient entities to which it makes funding assistance hereunder available.

The Grantee further agrees to comply with provisions of the environmental requirements of 24 CFR Part 58 as applicable under Section 104(g) of the Housing and Community Development Act of 1974 with respect to funds provided under this Grant Agreement.

This Grant Agreement is hereby executed by the Parties on the dates set forth below their respective signatures, as follows:

UNITED STATES OF AMERICA
Department of Housing and Urban Development
The Secretary

By: Cheryl S. Breaux

Cheryl S. Breaux, Director
Office of Community Planning & Development

11-14-2022

Date

GRANTEE
City of New Orleans

By : LS. Cantrell

Signature

MAYOR

Title

12/16/22

Date

FORM AND LEGALITY APPROVED:

[Signature]
Law Department, City of New Orleans

Funding Approval/Agreement

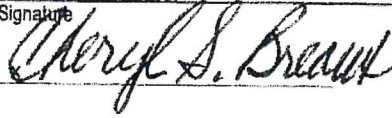
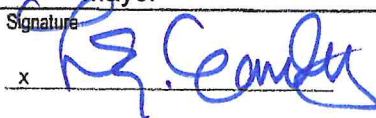
Title I of the Housing and Community
Development Act (Public Law 930383)
HI-00515R of 20515R

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

OMB Approval No. 2506-0193
exp 1/31/2025

1. Name of Grantee (as shown in item 5 of Standard Form 424) New Orleans	3a. Grantee's 9-digit Tax ID Number 726000969	3b. Grantee's 9-digit DUNS Number YDXCLZ22UQA7 (UEI)
2. Grantee's Complete Address (as shown in item 5 of Standard Form 424) 1300 Perdido Street New Orleans, LA 70112-0000	4. Date use of funds may begin 11/1/2022	
	5a. Project/Grant No. 1 B-22-MC-22-0006	6a. Amount Approved \$12,842,824
	5b. Project/Grant No. 2	6b. Amount Approved

Grant Agreement: This Grant Agreement between the Department of Housing and Urban Development (HUD) and the above named Grantee is made pursuant to the authority of Title I of the Housing and Community Development Act of 1974, as amended, (42 USC 5301 et seq.). The Grantee's submissions for Title I assistance, the HUD regulations at 24 CFR Part 570 (as now in effect and as may be amended from time to time), and this Funding Approval, including any special conditions, constitute part of the Agreement. Subject to the provisions of this Grant Agreement, HUD will make the funding assistance specified here available to the Grantee upon execution of the Agreement by the parties. The funding assistance specified in the Funding Approval may be used to pay costs incurred after the date specified in item 4 above provided the activities to which such costs are related are carried out in compliance with all applicable requirements. Pre-agreement costs may not be paid with funding assistance specified here unless they are authorized in HUD regulations or approved by waiver and listed in the special conditions to the Funding Approval. The Grantee agrees to assume all of the responsibilities for environmental review, decision making, and actions, as specified and required in regulations issued by the Secretary pursuant to Section 104(g) of Title I and published in 24 CFR Part 58. The Grantee further acknowledges its responsibility for adherence to the Agreement by sub-recipient entities to which it makes funding assistance hereunder available.

U.S. Department of Housing and Urban Development (By Name) Cheryl S. Breaux	Grantee Name (Contractual Organization) New Orleans (City of New Orleans)
Title CPD Director	Title Mayor
Signature 	Signature 
Date (mm/dd/yyyy) 11-9-2022	Date (mm/dd/yyyy) 12/16/22

7. Category of Title I Assistance for this Funding Action: Entitlement, Sec 106(b)	8. Special Conditions (check one) ☐ None ☒ Attached	9a. Date HUD Received Submission (mm/dd/yyyy)	10. check one ☒ a. Orig. Funding Approval ☐ b. Amendment Amendment Number
	9b. Date Grantee Notified (mm/dd/yyyy)	9c. Date of Start of Program Year 1/1/2022	
11. Amount of Community Development Block Grant			
a. Funds Reserved for this Grantee		FY 2022	
b. Funds now being Approved		\$12,842,824	
c. Reservation to be Cancelled (11a minus 11b)			

12a. Amount of Loan Guarantee Commitment now being Approved N/A	12b. Name and complete Address of Public Agency
Loan Guarantee Acceptance Provisions for Designated Agencies: The public agency hereby accepts the Grant Agreement executed by the Department of Housing and Urban Development on the above date with respect to the above grant number(s) as Grantee designated to receive loan guarantee assistance, and agrees to comply with the terms and conditions of the Agreement, applicable regulations, and other requirements of HUD now or hereafter in effect, pertaining to the assistance provided it.	12c. Name of Authorized Official for Designated Public Agency
	Title
	Signature
	X

HUD Accounting use Only

Batch	TAC	Program Y	A Reg Area	Document No	Project Number	Category	Amount	Effective Date (mm/dd/yyyy)	F
	153								
	176								
		Y			Project Number		Amount		
		Y			Project Number		Amount		

Date Entered PAS (mm/dd/yyyy)	Date Entered LOCCS (mm/dd/yyyy)	Batch Number	Transaction Code	Entered By	Verified By
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FORM AND LEGALITY APPROVED:

8. Special Conditions.

- (a) The period of performance and single budget period for the funding assistance specified in the Funding Approval ("Funding Assistance") shall each begin on the date specified in item 4 and shall each end on September 1, 2029. The Grantee shall not incur any obligations to be paid with such assistance after September 1, 2029.
- (b) The Recipient shall attach a schedule of its indirect cost rate(s) in the format set forth below to the executed Agreement that is returned to HUD. The Recipient shall provide HUD with a revised schedule when any change is made to the rate(s) described in the schedule. The schedule and any revisions HUD receives from the Recipient shall be incorporated herein and made a part of this Agreement, provided that the rate(s) described comply with 2 CFR part 200, subpart E.

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

Instructions: The Recipient must identify each agency or department of the Recipient 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(f)), and the type of direct cost base to which the rate will be applied (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rates for subrecipients.

- (c) In addition to the conditions contained on form HUD 7082, the grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Dun and Bradstreet Data Universal Numbering System (DUNS); the System for Award Management (SAM.gov); the Federal Funding Accountability and Transparency Act as provided in 2 CFR part 25, Universal Identifier and General Contractor Registration; and 2 CFR part 170, Reporting Subaward and Executive Compensation Information.
- (d) The grantee shall ensure that no CDBG funds are used to support any Federal, State, or local projects that seek to use the power of eminent domain, unless eminent domain is employed only for a public use. For the purposes of this requirement, public use shall not be construed to include economic development that primarily benefits private entities. Any use of funds for mass transit, railroad, airport, seaport or highway projects as well as utility projects which benefit or serve the general public (including energy-related, communication-related, water-related and wastewater-related infrastructure), other structures designated for use by the general public or which have 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 brownfield as defined in the Small Business Liability Relief and Brownfields Revitalization Act (Public Law 107-118) shall be considered a public use for purposes of eminent domain.

- (e) The Grantee or unit of general local government that directly or indirectly receives CDBG funds may not sell, trade, or otherwise transfer all or any such portion of such funds to another such entity in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Act.
- (f) E.O. 12372-Special Contract Condition - Notwithstanding any other provision of this agreement, no funds provided under this agreement may be obligated or expended for the planning or construction of water or sewer facilities until receipt of written notification from HUD of the release of funds on completion of the review procedures required under Executive Order (E.O.) 12372, Intergovernmental Review of Federal Programs, and HUD's implementing regulations at 24 CFR Part 52. The recipient shall also complete the review procedures required under E.O. 12372 and 24 CFR Part 52 and receive written notification from HUD of the release of funds before obligating or expending any funds provided under this agreement for any new or revised activity for the planning or construction of water or sewer facilities not previously reviewed under E.O. 12372 and implementing regulations.
- (g) CDBG funds may not be provided to a for-profit entity pursuant to section 105(a)(17) of the Act unless such activity or project has been evaluated and selected in accordance with Appendix A to 24 CFR 570 - "Guidelines and Objectives for Evaluating Project Costs and Financial Requirements." (Source - P.L. 113-235, Consolidated and Further Continuing Appropriations Act, 2015, Division K, Title II, Community Development Fund).

Funding Approval and HOME Investment Partnerships Agreement

Title II of the National Affordable Housing Act

Assistance Listings#14.239 – HOME Investment Partnerships Program

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

1. Grantee Name (must match the name associated with 3b.) and Address New Orleans 1300 Perdido Street New Orleans, LA 70112-0000		2. Grant Number (Federal Award Identification Number (FAIN)) M22-MC220201	
		3a. Tax Identification Number 726000969	3b. Unique Entity Identifier (formerly DUNS) YDXCLZ22UQA7
		4. Appropriation Number 862/50205	5. Budget Period Start and End Date FY 2022 through FY 2030
6. Previous Obligation (Enter "0" for initial FY allocation)			\$0.00
a. Formula Funds			\$
b. Community Housing Development Org. (CHDO) Competitive			\$
7. Current Transaction (+ or -)			\$2,809,593.00
a. Formula Funds			\$2,809,593.00
1. CHDO (For deobligations only)			\$
2. Non-CHDO (For deobligations only)			\$
b. CHDO Competitive Reallocation or Deobligation			\$
8. Revised Obligation			\$
a. Formula Funds			\$
b. CHDO Competitive Reallocation			\$
9. Special Conditions (check applicable box) ☒ Not applicable ☐ Attached		10. Federal Award Date (HUD Official's Signature Date) (mm/dd/yyyy) / / 11/9/2022	
11. Indirect Cost Rate*		12. Period of Performance Date in Box #10 - 09/01/2030	
Administering Agency/Dept.	Indirect Cost Rate	Direct Cost Base	
—	—%		
—	—%		
—	—%		
—	—%		

* If funding assistance will be used for payment of indirect costs pursuant to 2 CFR 200, Subpart E-Cost Principles, provide the name of the department/agency, its indirect cost rate (including if the de minimis rate is charged per 2 § CFR 200.414), and the direct cost base to which the rate will be applied. Do not include cost rates for subrecipients.

This Agreement between the Department of Housing and Urban Development (HUD) and the Grantee is made pursuant to the authority of the HOME Investment Partnerships Act (42 U.S.C. 12701 et seq.). The Grantee's approved Consolidated Plan submission/Application, the HUD regulations at 24 CFR Part 92 (as is now in effect and as may be amended from time to time) and this HOME Investment Partnership Agreement, form HUD-40093, including any special conditions, constitute part of this Agreement. Subject to the provisions of this Agreement, HUD will make the funds for the Fiscal Year specified, available to the Grantee upon execution of this Agreement by the parties. All funds for the specified Fiscal Year provided by HUD by formula reallocation are covered by this Agreement upon execution of an amendment by HUD, without the Grantee's execution of the amendment or other consent. HUD's payment of funds under this Agreement is subject to the Grantee's compliance with HUD's electronic funds transfer and information reporting procedures issued pursuant to 24 CFR 92.502. To the extent authorized by HUD regulations at 24 CFR Part 92, HUD may, by its execution of an amendment, deobligate funds previously awarded to the Grantee without the Grantee's execution of the amendment or other consent. The Grantee agrees that funds invested in affordable housing under 24 CFR Part 92 are repayable when the housing no longer qualifies as affordable housing. Repayment shall be made as specified in 24 CFR Part 92. The Grantee agrees to assume all of the responsibility for environmental review, decision making, and actions, as specified and required in regulation at 24 CFR 92.352 and 24 CFR Part 58.

The Grantee must comply with the applicable requirements at 2 CFR part 200 that are incorporated by the program regulations, as may be amended from time to time. Where any previous or future amendments to 2 CFR part 200 replace or renumber sections of part 200 that are cited specifically in the program regulations, activities carried out under the grant after the effective date of the part 200 amendments will be governed by the 2 CFR part 200 requirements as replaced or renumbered by the part 200 amendments. The Grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Universal Numbering System and System for Award Management (SAM) requirements in Appendix I to 2 CFR part 200, and the Federal Funding Accountability and Transparency Act (FFATA) in Appendix A to 2 CFR part 170.

The Period of Performance for the funding assistance shall begin on the date specified in item 12 and shall end on September 1st of the 5th fiscal year after the expiration of the period of availability for obligation. Funds remaining in the account will be cancelled and thereafter not available for obligation or expenditure for any purpose. Per 31 U.S.C. 1552. The grantee shall not incur any obligations to be paid with such assistance after the end of the Period of Performance.

13. For the U.S. Department of HUD (Name and Title of Authorized Official) Cheryl S. Breaux, CPD Director	14. Signature Cheryl S. Breaux	15. Date 11/9/2022
16. For the Grantee (Name and Title of Authorized Official) LaToya Cantrell, Mayor	17. Signature LaToya Cantrell	18. Date 12/16/22

19. Check one:

☒ Initial Agreement ☐ Amendment #

20. Funding Information: HOME

Source of Funds	Appropriation Code	PAS Code	Amount
2022	86 2/5 0205	HMF (L)	\$2,798,401.00
2021	861/40205	HMF (J)	\$6,174.00
2020	860/30205	HMF (H)	\$2,562.00
2013	86 X 0205-13	HMC (O)	\$2,456.00

FORM AND LEGALITY APPF

Law Department, City of New

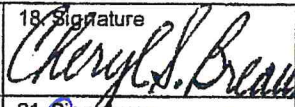
Funding Approval/Agreement

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

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

1. Recipient Name and Address City of New Orleans 1300 Perdido Street New Orleans, LA 70112-0000		2. Unique Federal Award Identification Number: E-22-MC-22-0006	
		3. Tax Identification Number: 726000969	
		4. Unique Entity Identifier: YDXCLZ22UQA7	
5. Fiscal Year (yyyy): 2022			
6. Previous Obligation (Enter "0" for initial Fiscal Year allocation)		\$ 0	
7. Amount of Funds Obligated or Deobligated by This Action (+ or -)		\$1,112,735	
8. Total Amount of Federal Funds Obligated		\$1,112,735	
9. Total Required Match		\$ 1,112,735	
10. Total Amount of Federal Award Including Match		\$ 2,225,470	
11. Start Date of Recipient's Program Year (mm/dd/yyyy) 1-1-2022		12. Date HUD Received Recipient's Consolidated Plan Submission (mm/dd/yyyy) 8-16-2022	
		13. Period of Performance and Budget Period Start Date/Federal Award Date (the date listed in Box 19 for initial Fiscal Year allocation) (mm/dd/yyyy) 11-9-2022	
14. Type of Agreement (check applicable box) ☐ Initial Agreement (Purpose #1 - Initial Fiscal Year allocation) ☐ Amendment (Purpose #2 - Deobligation of funds) ☐ Amendment (Purpose #3 - Obligation of additional funds)		15. Special Conditions and Requirements ☐ Not applicable ☒ Attached	
		16. Period of Performance and Budget Period End Date (24 months after the date listed in Box 13) (mm/dd/yyyy) 11-9-2024	

General Terms and Conditions: This Agreement between the U.S. Department of Housing and Urban Development (HUD) and the Recipient is made pursuant to the authority of Subtitle B of Title IV of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11371 et seq.) and is subject to the applicable annual appropriations act. The Recipient's Consolidated Plan submissions (including the Recipient's approved annual Action Plan and any amendments completed in accordance with 24 CFR Part 91), the Emergency Solutions Grants Program regulations at 24 CFR Part 576 (as now in effect and as may be amended from time to time), and this Agreement, including any special conditions attached to this Agreement, constitute part of this Agreement. Subject to the terms and conditions of this Agreement, HUD will make the funds for the specified Fiscal Year available to the Recipient upon execution of this Agreement by the Recipient and HUD. The funds may be used for costs incurred before the Budget Period under the conditions specified in HUD Notice CPD-22-05 or another prior written approval by HUD, or if the Recipient is not covered by Notice CPD-22-05, under the condition that the costs are otherwise allowable and were incurred on or after the dates listed in box 11 and box 12 or 90 calendar days before the date in box 13 (whichever is later). The Recipient agrees to assume responsibility for environmental review, decision making, and action under 24 CFR Part 58, except where the Recipient is a state and distributes funds to a unit of general local government, the Recipient must require the unit of general local government to assume that responsibility and must comply with the state's responsibilities under 24 CFR 58.4. Without the Recipient's execution of an amendment or other consent, HUD may amend this Agreement to provide additional funds to the Recipient for the specified Fiscal Year or to deobligate funds under this Agreement in accordance with applicable law. The Recipient must comply with the applicable requirements at 2 CFR part 200, as may be amended from time to time. Where any previous or future amendments to 2 CFR part 200 replace or renumber sections of part 200 that are cited specifically in 24 CFR part 576, activities carried out under the grant after the effective date of the part 200 amendments will be governed by the part 200 requirements as replaced or renumbered by the part 200 amendments. If the amount in Box 8 exceeds \$500,000, the Recipient must comply with Appendix XII to 2 CFR part 200—Award Term and Condition for Recipient Integrity and Performance Matters. Nothing in this Agreement shall be construed as creating or justifying any claim against the federal government or the Recipient by any third party.

17. For the U.S. Department of HUD (Name, Title, and Contact Information of Authorized Official) Cheryl S. Breaux, CPD Director		18. Signature 		19. Date (mm/dd/yyyy) 11/9/2022	
20. For the Recipient (Name and Title of Authorized Official) LaToya Cantrell, Mayor		21. Signature 		22. Date (mm/dd/yyyy) / /	
Funding Information (HUD Accounting Use Only):					
PAS Code: SOE		Region: 06		Program Code: SOE	
Appropriation: 0192/1192		Office: (New Orleans)		Treasury Code: 086	
Appro Symbol: J					

FORM AND LEGALITY APPROVED:


LaToya Cantrell, Mayor

Special Conditions and Requirements for FY 2022 ESG Program

Indirect Cost Rate

The Recipient shall attach a schedule of its indirect cost rate(s) in the format set forth below to the executed Agreement that is returned to HUD. The Recipient shall provide HUD with a revised schedule when any change is made to the rate(s) described in the schedule. The schedule and any revisions HUD receives from the Recipient shall be incorporated herein and made a part of this Agreement, provided that the rate(s) described comply with 2 CFR part 200, subpart E.

Instructions: The Recipient must identify each agency or department of the Recipient 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(f)), and the type of direct cost base to which the rate will be applied (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rates for subrecipients.

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

Special Conditions and Requirements for FY 2022 ESG Program

Serving Youth Who Lack 3rd Party Documentation or Live in Unsafe Situations

Notwithstanding any contrary requirements under the McKinney-Vento Homeless Assistance Act or 24 CFR part 576, youth aged 24 and under who seek assistance (including shelter, services or rental assistance) shall not be required to provide third-party documentation that they meet the homeless definition in 24 CFR 578.3 as a condition for receiving assistance; and unaccompanied youth aged 24 and under (or families headed by youth aged 24 and under) who have an unsafe primary nighttime residence and no safe alternative to that residence shall be considered homeless for purposes of assistance provided by any private nonprofit organization whose primary mission is to provide services to youth aged 24 and under and families headed by youth aged 24 and under.

Grant Agreement**Housing Opportunities for Persons With AIDS (HOPWA) Program****Assistance Listing Number 14.241****U.S. Department of Housing and Urban Development****Office of Community Planning and Development**

1. Grantee Name (and Administering Agency or Department, if applicable), and Address: New Orleans (City of New Orleans) 1300 Perdido Street New Orleans, LA 70112-0000	2. Grant Number/Federal Award Identification Number (FAIN): LAH22-F001
	3. Tax Identification Number: 726000969
	4. Unique Entity Identifier: YDXCLZ22UQA7
5. Fiscal Year: 2022	6. Grant Amount: \$3,559,299
7. Period of Performance/Budget Period Start Date (date listed in box 16) (mm/dd/yyyy) / /	8. Period of Performance/Budget Period End Date (36 months after the date in box 16) (mm/dd/yyyy) /
9. Special Conditions (check applicable box) ☒ Not applicable ☐ Attached	10. Date HUD Received Grantee's Consolidated Plan Submission (mm/dd/yyyy) / / 8/16/2022

- I. This Grant Agreement is made and entered into by and between the U.S. Department of Housing and Urban Development ("HUD") and the Grantee identified in Box 1 of this Grant Agreement, pursuant to the AIDS Housing Opportunity Act, codified, as amended, at 42 U.S.C. §§ 12901-12912.
- II. The Grantee's submissions for assistance under the Housing Opportunities for Persons With AIDS Program ("HOPWA"), the HOPWA regulations at 24 CFR part 574 as now in effect and as may be amended from time to time ("HOPWA regulations"), and this Grant Agreement, including any special conditions, constitute part of the Grant Agreement.
- III. The Grantee must comply with the applicable requirements at 2 CFR part 200, as may be amended from time to time. Where any previous or future amendments to 2 CFR part 200 replace or renumber sections of part 200 that are cited specifically in 24 CFR part 574, activities carried out under the grant after the effective date of the part 200 amendments will be governed by the part 200 requirements as replaced or renumbered by the part 200 amendments.
- IV. Subject to the provisions of this Grant Agreement, HUD will make the funds for the Fiscal Year as specified above ("Grant Funds") available to the Grantee upon execution of this Grant Agreement by the Grantee and HUD. The funds may be used for costs incurred before the Period of Performance/Budget Period under the conditions specified in HUD Notice CPD-22-05 or another prior written approval by HUD, or if the Grantee is not covered by Notice CPD-22-05, under the condition that the costs are otherwise allowable and were incurred on or after the date listed in box 10, the Grantee's program year start date, or 90 calendar days before the date in box 7 (whichever is latest).
- V. The Grantee and each Project Sponsor that receives Grant Funds must (1) comply with the HOPWA regulations, other applicable HUD regulations, and such other terms and conditions as HUD may establish for purposes of carrying out HOPWA activities in an effective and efficient manner; (2) conduct an ongoing assessment of the housing assistance and supportive services required by the participants in HOPWA activities; (3) assure the adequate provision of supportive services to the participants in HOPWA activities; (4) cooperate and coordinate in providing assistance under HOPWA with the relevant state- and local-government agencies responsible for services for eligible persons in the

area served by the Grantee and with other public and private organizations and agencies providing services for eligible persons; (5) prohibit any fee, except rent, from being charged of any eligible person for any housing or services provided with Grant Funds; (6) ensure the confidentiality of the name of any individual assisted through HOPWA activities and any other information regarding individuals receiving assistance with Grant Funds; and (7) maintain and make available to HUD for inspection financial records sufficient, in HUD's determination, to ensure proper accounting and disbursing of Grant Funds.

- VI. The Grantee must complete the attached "Indirect Cost Rate Schedule" and return it to HUD with this Grant Agreement. The Grantee must provide HUD with a revised schedule when any change is made to the rate(s) included in the schedule. The schedule and any revisions HUD receives from the Grantee will be incorporated into and made part of this Grant Agreement, provided that each rate included satisfies the applicable requirements under 2 CFR part 200, including appendices.
- VII. The Grantee may only provide Grant Funds to Project Sponsors pursuant to legally binding agreements that contain the provisions required by 2 CFR 200.332(a) and state each commitment to which the Project Sponsor must agree under 24 CFR 574.500(b)(1) through 574.500(b)(4).
- VIII. Not less than once every 90 calendar days, starting from the Period of Performance start date, the grantee must draw down Grant funds for allowable costs in accordance with 2 CFR 200.305 and 200.403 and reconcile its accounting records with the financial data reported to HUD through the Integrated Disbursement and Information System ("IDIS") in accordance with 2 CFR 200.302 and 200.303. A request by the Grantee to draw down Grant Funds under any payment system constitutes a representation by the Grantee that it and all participating parties are in compliance with this Grant Agreement.
- IX. The Grantee must comply with HUD instructions regarding use of and reporting in IDIS or its successor.
- X. If the Grantee uses homelessness or chronic homelessness as primary client eligibility criteria, the Grantee is encouraged to use a Homeless Management Information System ("HMIS") to track services for homeless clientele, provided that medical information and HIV status are not shared with providers that do not have direct involvement in the eligible person's case management, treatment, and care in line with their signed release of information.
- XI. 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 Subaward and Executive Compensation Information." If the amount in box 6 above exceeds \$500,000, the Grantee must also comply with the award term and condition for reporting of matters related to recipient integrity and performance at Appendix XII to 2 CFR part 200.
- XII. The Grantee must submit a Consolidated Annual Performance and Evaluation Report (CAPER) in accordance with 24 CFR 574.520(a).
- XIII. The Grantee must use program income in accordance with the addition method provided in 2 CFR 200.307(e)(2).
- XIV. If Grantee is a State or Unit of General Local Government and is the responsible entity pursuant to 24 CFR part 58, the Grantee agrees to assume the responsibility for environmental review, decision-

making, and action that would otherwise apply to HUD in accordance with 24 CFR 58.4 and 24 CFR 574.510. If Grantee is a State and distributes funds to a responsible entity, the Grantee agrees to provide for appropriate procedures by which the responsible entity will evidence its assumption of environmental responsibilities.

- XV. The Grantee and each Project Sponsor that receives Grant Funds are encouraged to obtain certificates of completion of the Getting to Work, HOPWA Oversight, and CPD Financial Management training curriculums by at least one of its employees every three years.
- XVI. The Grantee must update client eligibility records no less than annually.
- XVII. This Grant is not for research and development (R&D), as defined at 2 CFR 200.1.
- XVIII. A default shall occur when the Grantee fails to comply with the provisions of this Grant Agreement. In the event of a default, HUD may take one or more of the actions provided in 2 CFR 200.339 after providing the Grantee with an opportunity for informal consultation in accordance with 24 CFR 574.500(c). Nothing in this Grant Agreement shall limit any remedies otherwise available to HUD in the case of a default by the Grantee. No delay or omissions by HUD in exercising any right or remedy available to it under this Grant Agreement shall impair any such right or remedy or constitute a waiver or acquiescence in any Grantee default.

11. For HUD (Name and Title of Authorized Official) Cheryl S. Breau CPD Director	12. Signature X <i>Cheryl S. Breau</i>	13. Date (mm/dd/yyyy) ("Federal Award Date") 11-9-2022
14. For the Grantee (Name and Title of Authorized Official) LaToya Cantrell, Mayor	15. Signature X <i>LaToya Cantrell</i>	16. Date (mm/dd/yyyy) C



FORM AND LEGALITY APPROVED:

[Signature]
 Law Department, City of New Orleans

Indirect Cost Rate Schedule
(To be added as attachment to HOPWA Grant Agreement)

The Grantee shall attach a schedule of its indirect cost rate(s) in the format set forth below to the executed Grant Agreement that is returned to HUD. The Grantee shall provide HUD with a revised schedule when any change is made to the rate(s) described in the schedule. The schedule and any revisions HUD receives from the Grantee shall be incorporated into and made a part of the Grant Agreement, provided that the rate(s) described comply with 2 CFR part 200, subpart E.

INDIRECT COST RATE SCHEDULE

Grantee agency/department	Indirect cost rate (%)	Type of Direct Cost Base
	%	
	%	
	%	

Instructions: The Grantee must identify each agency or department of the Grantee 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(f)), and the type of direct cost base to which the rate will be applied (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rates for Project Sponsors.

To learn more about the indirect cost requirements, see 2 CFR part 200, subpart E, and Appendices IV and VII to Part 200.