

Memorandum of Agreement for the New York – Connecticut Sustainable Communities Consortium

This Agreement is entered into this tenth day of June, 2011, by and between the New York Metropolitan Transportation Council, the South Western Region Metropolitan Planning Organization, the Greater Bridgeport/Valley Metropolitan Planning Organization, the South Central Regional Council of Governments, the Long Island Regional Planning Council, the City of New York, the Long Island counties of Nassau and Suffolk, the lower Hudson Valley cities of Mount Vernon, New Rochelle, White Plains and Yonkers, the Connecticut Coastal Corridor cities of Norwalk, Stamford, Bridgeport and New Haven, and the Regional Plan Association.

WITNESSETH

WHEREAS, the United States Department of Housing and Urban Development (HUD) has issued a Notice of Funding Availability (NOFA), for the Sustainable Communities Regional Planning Grant Program (the Grant Program) and

WHEREAS, the HUD NOFA requires that a consortium of cities, metropolitan planning organizations (MPOs) and non-profit regional councils and planning organizations be established in metropolitan regions seeking to apply for a planning grant through the Grant Program, and

WHEREAS, the HUD NOFA further requires that the planning area for which the planning grant is to be sought be defined by the boundaries of the MPOs who are members of the consortium applying for a planning grant through the Grant Program, and

WHEREAS, the HUD NOFA further requires that a consortium applying for a planning grant through the Grant Program include cities in the planning area for which the grant is being sought that contain at least 50% of the residential population of the planning area, and

WHEREAS, the HUD NOFA further requires that a consortium applying for a planning grant through the Grant Program include non-profit regional councils and regional planning organizations in the planning area for which the grant is being sought, and

WHEREAS, the HUD NOFA requires that a formal consortium agreement be executed no later than 120 days after the effective start date of the grant agreement with HUD, and

WHEREAS, the HUD NOFA requires that the consortium initiate eligible activities within 120 days of the effective date of the grant award, and

WHEREAS, the HUD NOFA specifies that the Period of Performance shall not exceed 36 (thirty-six) months and that the grant application must include 3–5 (three-to-five) year benchmark performance targets, and

WHEREAS, the HUD NOFA requires that the grantee must liquidate all obligations incurred under the award not later than 90 (ninety) days after the end of the funding period, and

WHEREAS, the HUD NOFA specifies that all applicants achieving a specified threshold score in submission will qualify for Preferred Sustainability Status and that applicants that meet this criterion will qualify for a broad spectrum of benefits including access to capacity building resources and will secure potential points in a number of funding opportunities managed by other federal agencies, and that applicants receiving Preferred Sustainability Status that do not receive funds in this funding round will be able to preserve certain aspects of their application for next year's round of completion; and

WHEREAS, HUD has issued a notice indicating it is granting \$3.5 million in Federal funds for activities specified in the HUD NOFA in a planning area of the New York City metropolitan region defined by the boundaries of one metropolitan planning organization in New York State and three metropolitan planning organizations in the State of Connecticut.

NOW, THEREFORE, in response to the requirements of the HUD NOFA and to receive and execute the HUD funding under the Grant Program, the parties do hereby agree to join together through this Agreement to form a New York-Connecticut Sustainable Communities Consortium (the Consortium) whose primary purpose is to organize and execute a Sustainable Communities Planning Program (the Planning Program) leading to a Program and Execution Plan for Sustainable Development that will integrate and guide regional planning activities using funding received from the HUD Grant Program and following the related requirements laid out in the HUD NOFA.

The parties further agree that the Regional Plan Association (RPA), a not-for-profit regional planning organization, is the member of the Consortium assigned fiduciary responsibilities on behalf of the Consortium, and that, in its role as the fiduciary agent of the Consortium, RPA will act as the grant recipient for HUD funds and will enter into the necessary agreement(s) with HUD to submit the agreed upon deliverables and receive the funds granted on behalf of the Consortium.

The parties further agree that the committees, advisory structures and procedures described in this Agreement are intended to achieve multiple objectives. These include providing meaningful participation in the consortium decision-making process for a wide range of stakeholders, clearly defining implementation responsibilities for defined tasks, and establishing an efficient governance structure that allows timely implementation of the work program. As the program evolves, these procedures will be evaluated and adjusted as necessary and as outlined in Section 6 of this Agreement to best achieve these goals. Any changes will emphasize the Program's goal of engaging residents and stakeholders substantially and meaningfully in strategy development and decision making.

Additionally, the parties agree to the following:

CONSORTIUM AND STEERING COMMITTEE STRUCTURE AND RESPONSIBILITIES

1. The Consortium will be constituted by the organizations and entities entering into this Agreement. The organization of the Consortium and its constituent and advisory bodies is represented in the organization chart in Attachment A of this Agreement.
2. The name of the Consortium will be the New York-Connecticut Sustainable Communities Consortium. The Consortium may choose to publicly identify itself and the Planning Program with a brand or simpler identification.

3. The Consortium will comply with the terms and conditions specified by HUD for the Sustainable Communities Regional Planning Grant Program as defined in the Cooperative Agreement Terms and Conditions contained in Attachment B of this Agreement.
4. During the course of the Planning Program, the Consortium may wish to encourage multi-jurisdictional agreements that do not involve the entire Consortium for purposes of executing portions of the Planning Program. Any such agreements will be established independently of this Agreement and need not involve the Consortium as a whole.
5. The Consortium will be governed in all matters of its operation by the principal representatives identified by the organizations and entities which are parties to this Agreement. Those principal representatives will include the chairs of the policy boards of the metropolitan planning organizations and non-profit regional council and regional planning organizations and the chief elected officials of the county and city governments.
 - 5.1. The Consortium principal representatives will choose co-chairs; one from among their New York members and the other from among their Connecticut members; and a secretary from among their members.
 - 5.2. The Consortium principal representatives will designate a Steering Committee consisting of one representative from each of the Consortium members. The Consortium principal representatives will delegate to the Steering Committee responsibility for the development of Consortium policy in carrying out the Planning Program, and day-to-day operations of the Consortium.
 - 5.2.1. The Steering Committee will be responsible for overseeing the day-to-day operations of the Consortium and the Planning Program.
 - 5.2.2. The Steering Committee will be responsible for overseeing all aspects of the overall budget for the Planning Program, as defined in Schedule A, contained in Attachment C of the Agreement, including adjusting any part of the budget for the Planning Program as it progresses.
 - 5.2.3. The Steering Committee will be responsible for staffing for Planning Program coordination and committee support, drawing upon the resources of RPA and of the staffs of the MPOs and regional councils that are Consortium members, as part of the in-kind contributions defined in Schedule A, contained in Attachment C.
 - 5.2.4. The Steering Committee will be responsible for overseeing the development of, reviewing and accepting all deliverables defined in Schedule B, contained in Attachment D of this Agreement, and authorizing RPA, as the fiduciary agent for the Consortium, to submit the final deliverables per Schedule A to HUD for Federal reimbursement.
 - 5.2.5. The Steering Committee will be responsible for developing formats for the deliverables to be produced through the Planning Program as identified in Schedule B, contained in Attachment D, and criteria with which to judge their acceptability.
 - 5.2.6. The Steering Committee will be responsible for withholding authorization for submission of deliverables to HUD that it deems unacceptable or below

standard in the context of Schedule B, contained in Attachment D. In these cases, reimbursement for the deliverables to the responsible Consortium member or members will be delayed until an acceptable deliverable is produced for submission to HUD as set forth in the subrecipient agreement.

- 5.2.7. The Steering Committee will be responsible for establishing a process for reviewing applications for other HUD programs submitted to the Consortium by agencies and entities in the Consortium's planning area to determine the consistency of those applications with the Planning Program for the purpose of approving Preferred Sustainability Status priority points from HUD.
- 5.3. Among its first activities, the Steering Committee will undertake the following:
 - 5.3.1. Appointing co-chairs; one from among the cities' representatives on the committee and one from among the MPOs' representatives; and a secretary from among its members.
 - 5.3.2. Drafting overarching goals and major milestones for the Planning Program, providing an opportunity for public review of and comment on the draft goals and milestones, and recommending a final set of goals and milestones to the Consortium principal representatives for adoption.
 - 5.3.3. Organizing and then maintaining information and resources for the Consortium, including coordinating the Consortium effort to develop and maintain a data repository, website, and network of listening posts, and will ensure full public access to information and data.
 - 5.3.4. Convening two advisory subcommittees organized geographically in keeping with the locations of the specific execution projects in the Planning Program: a Northern Sector Subcommittee and an Eastern Sector Subcommittee.
- 5.4. The advisory subcommittees will consist of the member agencies of the MPOs and Long Island Regional Planning Council, in whose planning areas the execution planning is taking place, as well as representatives of agencies, municipalities, non-governmental organizations and community-based organizations identified in those areas.
 - 5.4.1. Each advisory subcommittee will elect a chair to serve on the Advisory Board.
 - 5.4.2. The Steering Committee may revise the structure of the advisory subcommittees as needed during the Planning Program.

DECISION-MAKING

6. All actions taken and decisions made by the Consortium and its committees and subcommittees, including the Advisory Board described in Section 9 below, will be by consensus of the affected members of those bodies.
 - 6.1. Consensus will be defined as unanimity of affected parties, with the chair or co-chairs judging the extent to which Consortium, committee or subcommittee members are affected by the decision or action in question.

- 6.2. In cases where consensus on a prospective action or decision cannot be reached, the chair or co-chairs of the relevant body will convene the parties in question to work towards an agreement and achieve consensus.
- 6.3. Revisions to any provision or section of this Agreement, including changes to the membership of the Consortium, either at the suggestion of Consortium members or upon request from prospective members, will be made through the consensus decision of all of the Consortium principals.

MEETING PROTOCOLS

7. At a minimum, the Consortium principal representatives will meet annually to receive a formal status report on the progress of the Planning Program from the Steering Committee and take any actions or make decisions as needed. Other meetings may be convened by the Consortium co-chairs as needed.
 - 7.1. All meetings of the Consortium principal representatives will be open to the public with appropriate notice given.
 - 7.2. A quorum of the Consortium principal representatives will be required in order to conduct business at meetings of the Consortium principal representatives.
 - 7.2.1. A quorum for any meetings of the Consortium principal representatives will consist of two-thirds of the New York principal representatives and two-thirds of the Connecticut principal representatives.
8. At a minimum, the Steering Committee will meet at least quarterly to monitor the progress of the Planning Program and to carry out its responsibility for the development of Consortium policy in carrying out the Planning Program.
 - 8.1. All meetings of the Steering Committee will be open to the public with appropriate notice given.
 - 8.2. A quorum of the Steering Committee representatives will be required in order to conduct business at meetings of the Steering Committee.
 - 8.2.1. A quorum for any Steering Committee meeting will be two-thirds of the New York members and two-thirds of the Connecticut members.

ADVISORY BOARD

9. The Consortium principal representatives will convene an Advisory Board of state agencies, regional non-governmental organizations and representatives of the advisory subcommittees described in Section 5 above.
 - 9.1. The Advisory Board will initially include:
 - 9.1.1. Seven state agencies: the Connecticut Housing Finance Agency; the Connecticut Department of Economic and Community Development; the Connecticut Office of Policy and Management; the Connecticut Department of Transportation; the New York State Department of State; New York State Homes and Community Renewal; and the Empire State Development Corporation.

- 9.1.2. Six non-governmental organizations: the Local Initiatives Support Corporation; the Urban Land Institute; ICLEI Local Governments for Sustainability; WE ACT for Environmental Justice; the Connecticut Coalition for Environmental Justice; and the One Region Fund, a partnership of private funders in New York, New Jersey and Connecticut.
 - 9.1.3. The North Jersey Transportation Planning Authority, the MPO for northern New Jersey, and the cities of Newark and Jersey City, New Jersey.
 - 9.1.4. The chairs of the Steering Committee's two advisory subcommittees as described in Section 5.4 of this Agreement.
 - 9.1.5. Other members to be added at the discretion of the Steering Committee; including potentially other representatives from northern New Jersey and other locations in New York State and Connecticut.
- 9.2. The role of the Advisory Board will include the following:
- 9.2.1. At a minimum, the Advisory Board will meet quarterly to advise the Consortium and its committees, to monitor the progress of the Planning Program and to make recommendations as needed for the development of Consortium policy in carrying out the Planning Program.
 - 9.2.2. In addition, the Advisory Board will take specific actions at key junctures in the Planning Program, as follows:
 - 9.2.2.1. The Advisory Board will help identify desired outcomes, processes and issues, and recommend to the Steering Committee a set of goals and major milestones for the Planning Program..
 - 9.2.2.2. The Advisory Board will review drafts of the deliverables defined in Schedule B and make recommendations to the Steering Committee on those deliverables prior to their acceptance and authorization for submission to HUD.
 - 9.2.2.3. The Advisory Board will provide input to and review drafts of the final Program and Execution Plan for Sustainable Development and make recommendations to the Steering Committee before the Plan is adopted.
 - 9.2.2.4. The Advisory Board will regularly interact with the Steering Committee's two advisory subcommittees as described in Section 5.4 of this Agreement.

ADMINISTRATIVE ARRANGEMENTS

10. The Consortium will maintain the following administrative arrangements:
- 10.1. RPA will be responsible for receiving and disbursing Federal funding granted by HUD for the purpose of executing the Planning Program.
 - 10.1.1. RPA will be responsible for maintaining accounts of all funding received and disbursed and for all financial and progress reporting required by HUD under the grant program.

- 10.1.2. RPA will be responsible for all other aspects of the administration of Federal funding from HUD for the purpose of executing the Planning Program.
- 10.2. All contracts entered into by the Consortium or its individual members for the purpose of executing the Planning Program must be approved by the Steering Committee.
 - 10.2.1. Procurement of professional services for the purpose of executing the Planning Program will follow processes prescribed for the use of Federal funds, per the requirements in the HUD Terms and Conditions (see Attachment B) and OMB circulars A-87, A-122 and A-133. State and local procurement requirements will be followed as necessary, but will be secondary to the Federal requirements.
 - 10.2.2. A selection committee will be formed for each procurement with the approval of the Steering Committee. The individual selection committees will make recommendations after following processes consistent with the applicable procurement requirements, with final selection of professional service firms determined by the Steering Committee and approved by HUD.
 - 10.2.3. At the direction of the Steering Committee, RPA, utilizing Federal funding from HUD, will enter into contracts with other consortium members and/or with private consultants selected by the Steering Committee to execute work for the Planning Program. Contracts will include accountability measures related to sections 5.2.4 through 5.2.6 of this Agreement.
- 10.3. The overall budget for the Planning Program, including Federal funding provided through HUD and various forms of matching and leveraged funds and in-kind services provided by the members of the Consortium, is defined in Schedule A of this Agreement.

PLANNING PROGRAM COMPONENTS

11. The Consortium will undertake the following activities as part of the Planning Program. These activities are detailed in the Consortium Work Plan. A final report will incorporate actions and recommendations from all activities and will be adopted by the Consortium as the New York-Connecticut Program and Execution Plan for Sustainable Development.
 - 11.1. RPA and the four metropolitan planning organizations will analyze the existing regional plans, as well as related plans developed by housing agencies, economic development entities and environmental agencies and organizations, to identify where these plans could be more fully integrated on either a functional or geographic level, where additional research, analysis or policy development could be productive, and where governmental policies could be better integrated with the goals of the plans.
 - 11.1.1. As part of this analysis, RPA and the four metropolitan planning organizations will conduct public outreach activities throughout the Consortium's planning area that will gather additional input to advise the integration of existing plans and policies. Outreach activities will be undertaken in a geographically balanced fashion in order to solicit the broadest input from the planning area.

- 11.1.2. The goal of the public outreach activities will be to create a network of engaged government officials, civic and community leaders, business leaders, entrepreneurs, planners and private citizens that cuts across geographic, racial, ethnic, income and programmatic boundaries. Activities will be organized around the two advisory subcommittees described in Section 5.4 above.
- 11.2. RPA will conduct an initial comparison of regional housing, transportation, sustainability and other plans to identify gaps, redundancies, inconsistencies and potential areas where plans could be integrated. Each MPO will conduct further analysis of how plans in its jurisdiction could be enhanced or connected to plans in other jurisdictions.
- 11.3. Cities, MPOs and counties will identify changes in environmental permitting, land use regulations, transportation, housing and open space financing mechanisms, etc. that would address implementation barriers and ensure that Federal, State, local and private investments are working in concert. The responsible entities and actions needed to enact these changes will be identified, including those that can be implemented directly by the Consortium members and those that will require coordinated action with other levels of government.
- 11.4. Drawing on the expertise of the Consortium and advisory board members, RPA and the four MPOs will conduct an initial comparison of regional housing, transportation, sustainability and other plans to identify gaps, redundancies, inconsistencies and potential areas where plans could be further integrated. Each MPO will conduct further analysis of how plans in its jurisdiction could be enhanced or connected to plans in other jurisdictions.
- 11.5. The Long Island Regional Planning Council will develop a policy framework to advance the workforce and fair share housing goals of its Long Island 2035 Regional Sustainability Plan. In the event that the Council is unable to perform or direct such services, Nassau and Suffolk counties will recommend that such services be provided by a comparable entity. Such assignment of scope of services and funding shall be approved by a majority of the members of the Consortium, which approval shall not be unreasonably withheld.
- 11.6. RPA will work with the Local Initiatives Support Corporation (LISC), a member of the Advisory Board of the Planning Program, and other consortium members to develop oversight responsibilities, management protocols, selection criteria and other specifications for a fund that would provide early seed capital to discrete affordable housing development within ½ mile of public transportation. Funding from LISC and federal funding from HUD will cover a series of predevelopment expenses associated with the development of affordable housing, including preliminary plans, engineering and environmental reviews; and legal, marketing and preliminary feasibility assessments.
- 11.7. The New York City Department of City Planning, working in conjunction with the Mayor's Office of Long Term Planning and Sustainability, will conduct citywide strategic planning for building climate resilience. This project will include outreach to a range of stakeholders, include efforts to assess the risks, costs, and potential solutions for building climate resilience; and will outline an ongoing, dynamic, risk-

- based planning process that the City can employ that can take advantage of new information and projections as they become available.
- 11.8. The City of New Haven will advance plans for a transit oriented development at Union Station, converting an existing commuter train station to a new mixed use community. Project elements include new structured commuter parking, remerchandising/renovation of the train station and a new mixed use community on the Union Station site.
 - 11.9. The City of Bridgeport will develop a feasibility plan for a new train station at the core of a 750-acre development corridor which runs from the Steel Pointe Harbor development project north to the Lake Success Business Park.
 - 11.10. The City of Norwalk will develop a plan to introduce better bus, bicycle, car, pedestrian and circulator connectivity at the South Norwalk rail station.
 - 11.11. The City of Stamford will complete a feasibility study for a new East Side train station.
 - 11.12. The City of New Rochelle will complete a station area plan and create a transit-oriented development zone within ½ mile of Station Plaza.
 - 11.13. The cities of Yonkers, Mount Vernon and New Rochelle, in collaboration with the New York Metropolitan Transportation Council, will define sustainable communities issues and planning needs in the east-west Cross County Parkway corridor which connects these lower Hudson Valley cities. A corridor profile will be developed for use in the development of NYMTC's next Regional Transportation Plan.
 - 11.13.1. The cities of Yonkers and Mount Vernon will incorporate relevant findings, study data, and implementation strategies from other Consortium execution planning projects into locally-initiated planning activities and documents developed for the Yonkers, Ludlow, Fleetwood, Mount Vernon East and Mount Vernon West Metro-North station areas.
 - 11.14. The New York City Department of City Planning, in collaboration with the New York City Department of Transportation and the MTA Metro-North Railroad, will study multiple existing Metro-North stations in the Bronx along with two stations proposed at Hunts Point and Parkchester to identify potential land use, transportation and urban design improvements as part of the plan to bring Metro-North to Penn Station.
 - 11.15. The City of White Plains, in collaboration with the New York Metropolitan Transportation Council, and in consultation with other I-287 corridor communities, will define sustainable communities issues and planning needs in the Tappan Zee Bridge/I-287 Corridor, including connections to railway and other transit hubs, existing and planned. A corridor profile will be developed for use in the development of NYMTC's next Regional Transportation Plan.
 - 11.15.1. The City of White Plains will incorporate relevant findings, study data, and implementation strategies from other Consortium execution planning projects into locally-initiated planning activities and documents developed

for the White Plains Metro-North Train Station and North White Plains Metro-North Train Station.


- 11.15.2. The New York Metropolitan Transportation Council will work with the City of White Plains and other communities in the Tappan Zee Bridge/Interstate 287 corridor to identify opportunities to update their comprehensive plans and zoning ordinances to institutionalize mixed-income transit-oriented development in conjunction with major transportation improvements under development in the corridor, including both bus rapid transit and train transit.
- 11.16. The New York City Department of City Planning will lead a coordinated, interdisciplinary neighborhood planning study of East New York, Brooklyn to identify and advance strategies for building sustainable communities through land use, transportation, education, employment, urban ecology and green technology.
- 11.17. Nassau County will conduct a feasibility study of sustainable infill development and opportunities to promote transit-oriented development in the vicinity of up to three MTA Long Island Rail Road stations in the Preliminary Regional Nassau Hub Study Area. The County will form a Steering Committee made up of Study Area residents, stakeholders, relevant municipal agencies and County staff to determine the locations to be studied and the types of analyses needed. Among the types of analyses for consideration are economic development and affordable housing opportunities, pedestrian and transportation facility infrastructure improvement and transportation linkages to major potential sites of employment, including the Grumman Property in Bethpage slated for redevelopment.
- 11.18. Suffolk County will develop and implement a Regional Transfer of Development Rights (TDR) study and program that would examine existing local, county and regional TDR programs such as those associated with the Pine Barrens, Suffolk County sanitary credits and local Town programs with particular focus on the five Regional Growth Centers identified with the County's study entitled "A Review of Selected Growth and Development Areas." Selected study areas would include, but not be limited to the Route 110 Office-Industrial Corridor, the Sagtikos Regional Development Zone, the Stony Brook High Tech Campus, Yaphank and the Town of Riverhead.

CONSORTIUM RESPONSIBILITIES

12. The Consortium will execute the activities in Section 11 over the full 36 (thirty-six) months of the period of performance defined in the HUD NOFA and until liquidation of all obligations, such as the performance benchmark requirements, as mandated by the HUD NOFA.
 - 12.1. The Consortium will produce all deliverables identified in Schedule B of this Agreement and submit those deliverables to HUD in order to receive Federal reimbursement for the Planning Program per Schedule A.

- 12.2. Per the requirement of the HUD NOFA, the Consortium will liquidate all obligations incurred under the award not later than 90 (ninety) days after the end of the funding period.
- 12.3. The Consortium will consider continuing this Agreement at the conclusion of the period of performance subject to the modification provisions of this Agreement in Section 6.3.
- 12.4. Should the Consortium continue to receive Preferred Sustainability Status after the conclusion of the Planning Program, members of the Consortium agree to consider extending this Agreement to timeframes specified in subsequent grant award opportunities subject to the modification provisions of this Agreement in Section 6.3.

Connecticut Cities



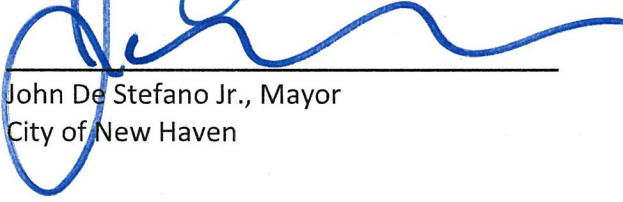
Timothy Sheehan, Executive Director
Norwalk Redevelopment Agency



Michael Pavia, Mayor
City of Stamford




Bill Finch, Mayor
City of Bridgeport




John De Stefano Jr., Mayor
City of New Haven

Connecticut Metropolitan Planning Organizations

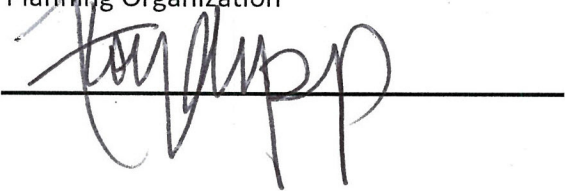


Thomas Herrmann, Chairman
Greater Bridgeport/Valley Metropolitan
Planning Organization



Carl Amento, Executive Director
South Central Regional Council of
Governments

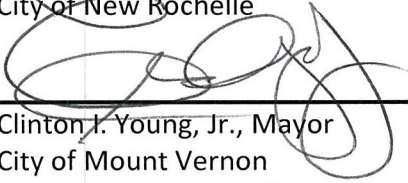
Floyd Lapp, Executive Director
South Western Region Metropolitan
Planning Organization



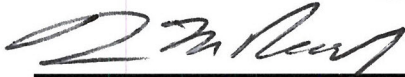
New York State Cities



Charles B. Strome III, City Manager
City of New Rochelle



Clinton J. Young, Jr., Mayor
City of Mount Vernon



Thomas M. Roach, Mayor
City of White Plains

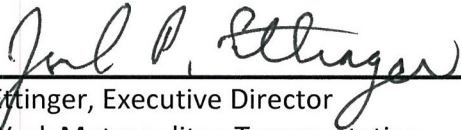


Phillip A. Amicone, Mayor
City of Yonkers



Robert K. Steel, Deputy Mayor for Economic
Development
City of New York

**New York State Metropolitan
Planning Organizations**

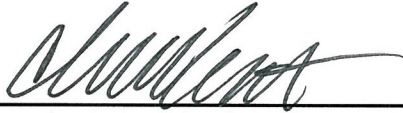


Joel Ertinger, Executive Director
New York Metropolitan Transportation
Council

New York State Counties



Edward P. Mangano, County Executive
Nassau County

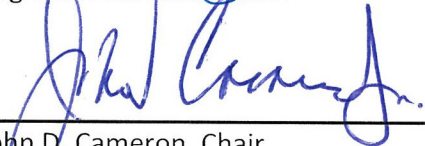


Christopher Kent, Chief Deputy County
Executive
Suffolk County

Regional Planning Organizations



Robert Yaro, President
Regional Plan Association

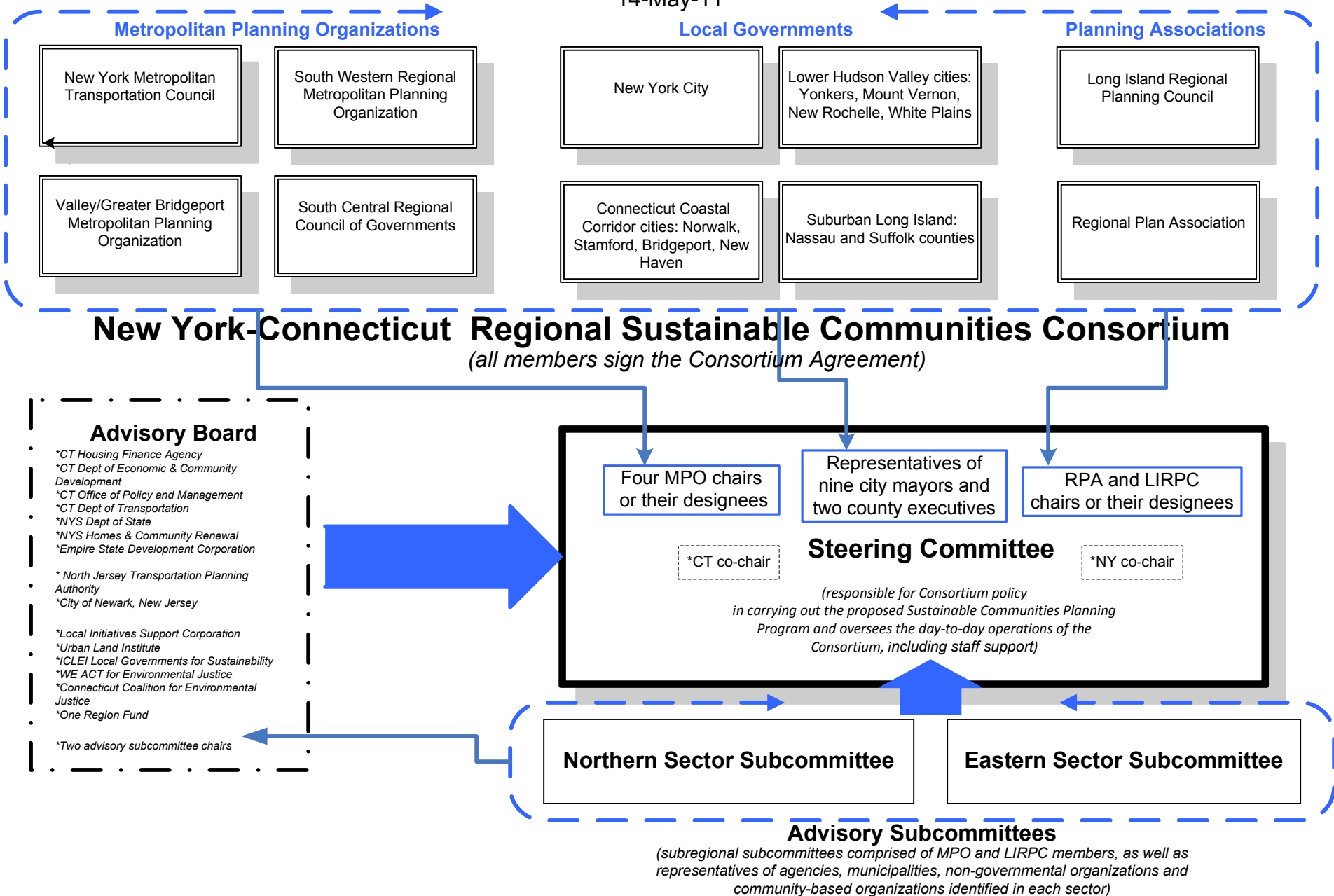


John D. Cameron, Chair
Long Island Regional Planning Council

ATTACHMENT A

NY-CT Sustainable Communities Consortium Structure and Governance

14-May-11



ATTACHMENT B

COOPERATIVE AGREEMENT PROVISIONS

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I. GENERAL

Overview of Award Implementation

This cooperative agreement/grant (also referred to as *Agreement*) is between the Grantee (*Recipient*) identified in Block 7 of the form HUD-1044, and the U.S. Department of Housing and Urban Development. The award agreement consists of the form HUD-1044, any special conditions, and these Cooperative Agreement Terms and Conditions.

In signing this *Agreement*, the Grantee agrees to comply with all the requirements and conditions contained herein.

The provisions of the Notice of Funding Availability (NOFA) are hereby incorporated into this *Agreement*.

The Grantee's rights under this *Agreement* may not be assigned without the prior written approval of HUD.

The Grantee shall complete and submit a revised management and work plan with Logic Model, Deliverables/Outcomes and Budget within 60 calendar days after the effective date of the grant. These revisions shall update the general/basic plan submitted with the proposal and include any changes to the proposed work plan, budget, performance measures and deliverables, negotiated between HUD and the grantee. These revisions should be developed according to the instructions provided by the HUD Government Technical Representative identified on the form HUD-1044. Should you not address these specific issues, your grant may be terminated on the basis of failure to conclude negotiations or to provide HUD with requested information, in accordance with the General Section of the NOFA for which you applied.

Purpose

The purpose of this *Agreement* is as stated in the "Purpose of the Program" section of the NOFA.

Definitions

"Cooperative Agreement" means an agreement in which the Federal Government provides funding authorized by public statute where the government plays a substantial role in assisting the funding recipient.

"Equipment" means tangible, non-expendable, personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. A grantee may use its own definition of equipment provided that such definition would at least include all equipment defined above.

"Grant/Cooperative Officer" (Grant Officer) means the HUD individual who is responsible for processing and executing grant award, change in key personnel, change of scope, budget transfers, change of period of performance, and other administrative changes that would require a modification to the agreement. This term also refers to designated HUD Officials authorized to execute and/or administer this grant.

"Government Technical Representative (GTR)" means the HUD individual who is responsible for the technical administration of the grant, the evaluation of performance under the grant, the acceptance of technical reports or projects, and other such specific responsibilities as may be stipulated in the grant.

"Government Technical Monitor (GTM)" means the individual responsible for assisting a Government Technical Representative (GTR) in the latter's performance of his/her duties. The GTM is also the responsible individual that will comply with the Office of Sustainable Housing and Communities devolution of authority under our Continuity of Operations Plan (COOP). Should the National Capital Region become non-operational due to emergency conditions, the approval of vouchers and the authority to pay vouchers will transfer to the GTM until such time as the designation is lifted. The Government Technical Representative (GTR) will continue to be the point of contact for day-to-day management issues and responsibilities described above. In a state of emergency, HUD reserves the right to designate a GTR for COOP purposes.

"Grantee" as used herein refers to the recipient of this cooperative agreement.

"NOFA" means the Notice of Funding Availability, which announced the availability of funding for this grant.

"OSHC" means the HUD Office of Sustainable Housing and Communities, or its successor Office, if any.

"Publication" includes: (a) any document containing information for public consumption; or (b) the act of, or any act which may result in, disclosing information to the public.

"Recipient" means any entity other than an individual that received grant funds in the form of a grant, cooperative agreement or loan directly from the Federal government.

"Subaward" means:

1. A legal instrument to provide support for the performance of any portion of the substantive project or program for which the recipient received this award and that:
 - a. The recipient awards to an eligible sub-recipient; or
 - b. The sub-recipient at one tier awards to a sub-recipient at the next lower tier.
2. The term does not include the recipient's procurement of property and services needed to carry out the project or program (see, generally, §.210 of the

attachment to OMB Circular A-133 (2 CFR Part 180), "Audits of States, Local Governments, and Non-Profit Organizations").

3. A subaward may be provided through any legal agreement, including an agreement that the recipient or a sub-recipient considers a contract.

"Sub-recipient" means a non-Federal entity that expends Federal awards received from a pass-through entity to carry out a Federal program, but does not include an individual that is a beneficiary to such a program. The sub-recipient may also be a recipient of other Federal awards directly from the Federal awarding agency. Guidance on distinguishing between a sub-recipient and a vendor is provided in § ____.210 of OMB Circular A-133 (2 CFR Part 180).

"Total Instrument Amount" is the amount under line item 14 of the HUD Form-1044 (Total Instrument Amount).

"Work Plan" refers to the Grantee's plan for addressing a specific service delivery need, and consists of designated work activities including tasks and subtasks as required by the program office; a timeline for completing the work; performance measures; outputs and outcomes identified to achieve the performance measures/goals; budget; and resources designated to complete the work.

II. PROGRAM REQUIREMENTS

Allowable Costs

This is a cost reimbursement award; the Grantee shall be reimbursed for certain costs, as described below, incurred in the performance of work in an amount not to exceed the obligated amount shown in block 15 on the Assistance Award Form (form HUD-1044). In the event the Grantee incurs costs in excess of the prescribed amount, the excess shall be borne entirely by the Grantee.

HUD shall reimburse the Grantee for costs incurred in the performance of this award which are determined by the GTR and the Grant Officer to be allowable, allocable, and reasonable in accordance with applicable Federal cost principles as follows:

Cost Principles for State, Local, and Indian Tribal Governments	OMB Circular A-87	Relocated to 2 CFR, Part 225; http://www.whitehouse.gov/omb/circulars/a087/a87_2004.html
Cost Principles for Non-profit Organizations	OMB Circular A-122	Relocated to 2 CFR, Part 230; http://www.whitehouse.gov/omb/fedreg/2005/083105_a122.pdf
Cost Principles for Educational Institutions	OMB Circular A-21	Relocated to 2 CFR, Part 220; http://www.whitehouse.gov/omb/fedreg/2005/083105_a21.pdf
Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations	OMB Circular A-110	Relocated to 2 CFR Part 215; http://www.whitehouse.gov/omb/fedreg/2005/083105_a110.pdf
Audits of States, Local Governments, and Non-Profit Organizations	OMB Circular A-133	Relocated to 2 CFR Part 180; http://www.whitehouse.gov/omb/fedreg/2005/083105_a133.pdf
Cost Principles for Commercial/For-profits	Federal Acquisition Regulations at 48 CFR Part 31.2	http://www.access.gpo.gov/cgi-bin/cfrassemble.cgi?title=200948

Direct Costs are the allocable portion of allowable costs incurred directly for the purposes of the grant. Detailed explanations of direct costs are provided in applicable OMB Circulars (A-21 (2 CFR Part 220); Cost Principles for Educational Institutions, A-87 (2 CFR Part 225), Cost Principles for State, Local, and Indian Tribal Governments, or A-122 (2 CFR Part 230), Cost Principles for Nonprofit Organizations, as applicable) that can be accessed at the White House website, www.whitehouse.gov/omb/circulars_default

Administrative Requirements

For non-profits, awards will be governed by:

- 24 CFR Part 84, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations
<http://ecfr.poaccess.gov/cgi/t/text/text-idx?c=ecfr&sid=a0f201e9fd6fec5af8e07d6e0eedf957&rgn=div5&view=text&node=24:1.1.1.38&idno=24>
- OMB Circular A-133 (2 CFR Part 180), Audits of States, Local Governments, and Non-Profit Organizations; and
- These grant provisions.

For State and local governments, awards will be governed by:

- 24 CFR Part 85, Administrative Requirements for Grants and Cooperative Agreements to State, Local, and Federally Recognized Indian Tribal Governments
<http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&sid=a0f201e9fd6fec5af8e07d6e0eedf957&rgn=div5&view=text&node=24:1.1.1.39&idno=24>
- OMB Circular A-133 (2 CFR Part 180), Audits of States, Local Governments, and Non-Profit Organizations; and
- These grant provisions.

Advance Payment By Treasury Check Or Electronic Funds Transfer

Advance payments by Treasury check or electronic funds transfer are hereby authorized under this grant. A Grantee that is subject to existing State program accreditation requirements may request an advance payment in writing, if applicable. HUD may provide to the Grantee a one-time cash advance that shall not exceed 10 percent of the grant amount, and shall be limited to the minimum amount needed for the actual, immediate cash requirements of the Grantee in carrying out the start up activities of this agreement and as agreed to by the Grant Officer. Neither these HUD funds nor non-HUD funds may be used for conducting interventions, remediation, rehabilitation, renovation or other activities that would physically alter any structure or property in any way. Refer to 24 CFR 58.34(a) for a list of exempt activities.

Amendments

This grant may be modified at any time by written amendment. Amendments, which reflect the rights and obligations of either party, shall be executed by both HUD (the Grant Officer) and the Grantee. Administrative amendments, such as changes in appropriation data, may be issued unilaterally by the Grant Officer.

Amount of Cost Share (Estimated Cost And Payment – Leveraging) (See Block 14 of form HUD-1044)

The estimated cost for the performance of this grant is the **“Total Instrument Amount”**.

The Grantee shall be reimbursed by HUD for costs incurred in the performance of this grant. HUD shall not be obligated to reimburse the Grantee in excess of the **“Total HUD Amount”**. HUD reserves the right to withhold five-percent (5%) of the Federal grant amount pending the receipt and approval of a final progress report. See clause entitled **“Final Report”** for more information. The proposed contribution to supplement HUD funds is the **“Recipient Amount.”** The Grantee agrees to bear without reimbursement by HUD the **“Recipient Amount”** of the total costs. The Grantee is not obligated to contribute more than the **“Recipient Amount”**. However, the Grantee shall be solely responsible for any costs in excess of the estimated cost of the **“Total Instrument Amount”**.

The Grantee must satisfy all leveraging requirements in the NOFA. If the Grantee's actual leveraging contribution is less than "**Recipient Amount**" under Block 14 of the HUD 1044, the Government reserves the right to negotiate new line items and/or amounts to satisfy the Grantee's leveraged funds requirement, or to reduce the Government's share proportionally. The Grantee shall notify the Government at any time it believes it will not meet its leveraged funds requirement by the completion of the grant. If the Grantee exceeds the leveraged amount, there will be no impact on the Federal share. HUD reserves the right to withhold payments if leveraged funds are not spent.

Any funds requested by the Grantee shall be requested in accordance with the clause entitled, "Estimated Cost and Payment - Line Of Credit Control System (LOCCS)."

HUD reserves the right to withhold payment if leveraged resources are not spent.

Budget

The Grantee shall incur costs in conformance with the original or negotiated budget, presented with the proposal for this grant. The Grantee shall not commingle any funds computed under this grant with any other existing or future operating accounts held by the Grantee.

If the Grantee has been contacted to submit documents to support the application that were not received prior to the execution of this grant, the Grantee will not be allowed to draw down funds in excess of 10% of the federal amount, until such time that the requirements have been met. HUD reserves the right to terminate an award if the required documents are not provided within 1 month from the date the written request was made.

Standard Form 425, Federal Financial Report (24 CFR Part 84.52 and/or 85.52), detailing leveraged funds or in-kind contributions shall be submitted on a semi-annual basis. As part of the closeout process a final narrative and a final Standard Form 425 detailing the progress made in achieving the purpose of the grant and adequate documentation of the total federal funds expended in support of the activities to achieve this purpose are due to the GTR 90 days after the end of the period of performance (See clause entitled "Closeout").

The Federal Financial Report (Standard Form 425) shall be submitted on a semi-annual basis and is due 30 days after the reporting period.

Central Contractor Registration (CCR)

Recipients and their first-tier sub-recipients must maintain current registrations in the Central Contractor Registration (www.ccr.gov) at all times during which they have active federal awards.

Certifications and Assurances

The certifications and assurances submitted in the Grantee's application are hereby incorporated into this agreement. They include:

- Standard Form 424 or HUD 424, Application for Federal Assistance
- Certification and Disclosure Form Regarding Lobbying (SF-LLL)
- Applicant/Recipient Disclosure Update Report (HUD-2880)
- Certification Regarding Parties Excluded From Procurements
- Certification Prohibiting Excessive Force Against Non-Violent Civil Rights Demonstrators
- Certification/Disclosure Regarding federal Debt
- Certification Regarding a Drug-Free Workplace
- Codes of Conduct and Conflict of Interest

A grantee must notify the GTR of any changes in the status or information on the above items.

Changes

In accordance with 24 CFR 85.30 or 84.25, as applicable, Grantees or sub-grantees must obtain the prior approval of the awarding agency whenever any programmatic changes are anticipated, including but not limited to the following:

- a) Any revision of the scope or objectives of the project (regardless of whether there is an associated budget revision requiring prior approval).
- b) Budget revisions that are 10% or more of the cumulative transfers among direct cost categories, or, if applicable, among separately budgeted programs, projects, functions, or activities which exceed or are expected to exceed 10% of the current total approved budget, whenever the awarding agency's share exceeds \$100,000.
- c) Changes in key persons in cases where specified in an application or a grant award. In research projects, a change in the project director or principal investigator shall always require approval unless waived by the awarding agency.
- d) Under non-construction projects, contracting out, subgranting (if authorized by law) or otherwise obtaining the services of a third party to perform activities, which are central to the purposes of the award.

Closeout

The Grantee shall provide the Grant Officer with closeout documentation 90 days after to the end of the performance period, consisting of the following five elements:

- Narrative Final Report summarizing activities conducted under the award, including significant outcomes resulting from the activities and problems encountered during the performance period;
- Federal Financial Report (SF-425) of the total Federal Funds expended;

- Completed Property Statement;
- Completed Inventions, Patents, and Copyright Statement; and
- Completed Closeout Certification.
- Final Logic Model Report.

HUD will notify the Grantee in writing when the grant is closed. The Grantee has three areas of continuing responsibility after closeout of the grant:

- Records and materials must be kept in a safe place and be accessible to auditors and other government officials for three years after the grantee and all subgrantees/subcontractors make final payments and all other pending matters are closed. (If the grant is covered by 24 CFR Part 84, see related record retention requirements in 24 CFR 84.85(c)(2).) This requirement also extends to all subcontracts the Grantee has executed.
- Accountability for property continues as long as the Grantee holds the property, or for the period of time established by the agreement. Disposal of property must be in accordance with the rules established in the Property Management Standards referred to in the award. Program income, including royalties, must be used to support eligible activities.
- Notification to the Grant Officer if, at any time during the three-year period after project completion, the Grantee organization is discontinued or changes location. The Grant Officer should be notified immediately of the new address or the address of the party retaining all records.

Collection Of Data

Collection of data from ten or more respondents and sponsored by HUD shall be subject to the Paperwork Reduction Act (44 U.S.C. 3501– 3520). If a survey instrument for a collection of data sponsored by HUD is proposed, it will be subject to review and approval by the Office of Management and Budget (OMB). Such review and approval must be obtained prior to the use of the survey instrument. Also, a time element is involved here, which may considerably lengthen the time required for completion of the project proposed. Careful consideration should be given to any proposal, which requires the use of a survey or other information collection sponsored by HUD. The collection of data is deemed to be sponsored by HUD only under the following conditions (5 CFR 1320.3):

- a) The Grantee is conducting the collection of information at the specific request of HUD; or
- b) The terms and conditions of the grant require specific approval by HUD of the collection of information or collection procedures. Note that if the Grantee decides on its own to collect information and it does not need HUD approval to do so, then HUD is not the “sponsor” of the information collection.

Compliance with the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282) (Transparency Act)

Applicants receiving an award from HUD should be aware of the requirements of the Transparency Act. The Transparency Act requires the establishment of a central website that makes information available to the public regarding entities receiving federal financial assistance, by not later than January 1, 2008. In fulfillment of the requirements of the Act, OMB launched <http://www.USAspending.gov> in December 2007. The website makes information available to the public on the direct awards made by the federal government. The Transparency Act also requires, beginning not later than January 2009, that data on subawards be made available on the same website.

In anticipation of the implementation of this requirement, HUD is placing awardees of its FY2010 competitive funding on notice of these requirements and that, once implemented, grantees will be required to report their subaward data to HUD or a central federal database. The only exceptions to this requirement under the Transparency Act are:

- 1) Federal transactions below \$25,000;
- 2) Credit card transactions prior to October 1, 2008;
- 3) Awards to entities that demonstrate to the Director of OMB that the gross income of such entity from all sources did not exceed \$300,000 in the previous tax year of such entity; and
- 4) Awards to individuals. Guidance for receiving an exception under item (3) above has not been finalized by OMB.

HUD is responsible for placing award information for direct grantees on the government website. The reporting of subaward data is the responsibility of the grantee. Grantees should be aware that the law requires the information provided on the federal website to include the following elements related to all subaward transactions, except as noted above:

- 1) The name of the entity receiving the award;
- 2) The amount of the award;
- 3) Information on the award, including the transaction type, funding agency, the North American Industry Classification System (NAICS) code or Catalog of Federal Domestic Assistance (CFDA) number (where applicable), program source, and an award title descriptive of the purpose of each funding action;
- 4) The location of the entity receiving the award and primary location of performance under the award, including the city, state, congressional district, and country;
- 5) A unique identifier of the entity receiving the award and of the parent entity of the recipient (the DUNS number), should the entity be owned by another entity; and
- 6) Any other relevant information specified by OMB.

HUD expects OMB to issue further guidance on subaward reporting. Based on preliminary input from the various federal agencies, applicants should be aware that consideration is being given to requiring the disclosure of additional data elements to help track

the flow of funding from the original federal award. Such data elements under consideration include the tier at which the subaward was made, the federal award number issued to the direct awardee, the dollar amount of the federal award emanating from the direct award going to the subawardee, as well as the total subaward amount, which could include funds from other sources, and registration in the CCR. Additional information regarding these requirements when determined will be provided when available. Subawardees and direct awardees should always use an Employer Identification Number (EIN) when registering with CCR, not a Social Security Number, to ensure personal information and data is protected. To obtain an EIN, go to <http://search.irs.gov/web/query.html?col=allirs&charset=utf-8&qp=&q=-Wct%3A%22Internal+Revenue+Manual%22&qc=&qm=0&rf=0&oq=&qt=form+SS4>.

To obtain form SS-4, Application for Employer Identification Number, and if you need assistance in completing the SS-4, you can contact the IRS helpline at 800-829-4933. The helpline is open from 7a.m. to 10 p.m. your local time (Alaska and Hawaii follow Pacific Time), Monday to Friday, except federal holidays.

Conduct of Work

During the effective period of this grant, the GTR and/or the GTM identified in Block 9 of the HUD-1044 shall be responsible for monitoring the technical effort of the Grantee, unless the Grantee is notified in writing by the Grant Officer of a replacement.

Only the Grant Officer has the authority to authorize deviations from this grant, including deviations from the Work Plan. In the event the Grantee does deviate without written approval of the Grant Officer, such deviation shall be at the risk of, and any costs related thereto shall be borne by, the Grantee.

Confidentiality

The service provider (e.g., the Grantee and any subgrantees, subcontractors or vendors) must maintain confidential files on individual program beneficiaries served. Recipient staff must keep paper files in a locked filing cabinet and protect all electronic files related to individual beneficiaries with a personal password.

The service providers shall maintain primary access to individual beneficiary files. Other project management staff may have access to these files only if they contain a "release of information" consent form signed by the individual beneficiary. A release of information form must clearly indicate which parties may have access to an individual beneficiary's file. Such parties might include the management staff and HUD staff. Recipient staff must only share individual beneficiary files with those parties listed on the signed form. If an individual beneficiary has not signed the consent form the parties listed may not read that individual beneficiary's file.

These categories serve as guidelines to recipient staff and management staff. The recipient must determine if the individual beneficiary's confidential information will significantly affect the safety and security of that individual or the recipient organization itself.

Consortia Agreement

This provision pertains to agreements awarded to a consortium or consortia. The designated Lead Agency is the official funding recipient. As such, the Lead Agency performs functions including the following:

- Maintaining the LOCCS account,
- Drawing down and dispersing grant funds,
- Paying related administrative expenses,
- Monitoring the work of the consortia members, and
- Submitting all required reports to the OSHC staff.

All recipients and sub-recipients in an OSHC grant program Consortium must enter into a memorandum of understanding that binds them to this award. By doing so, all entities are legally bound to comply with all the terms and conditions of the award. Should one or more parties not comply with the terms of this agreement at any time, and not be replaced by the Lead Agency, the portion of that entity's allotted award will be dropped from the award agreement. Non-lead agencies, in complying with this award agreement, are responsible for monitoring the time and work of the service providers at their site and for assuring that the Lead Agency has the proper information it needs to submit required reports to HUD and to maintain the award's LOCCS account.

Contact Information Updates

The Grantee shall inform the Grant Officer and GTR of any changes in contact information, including the organization's name, address, telephone, e-mail, and key personnel.

Copyrights

HUD reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for Federal government purposes: (a) the copyright in any work developed under this award, sub-award, or contract awarded under this grant; and (b) any rights of copyright to which a Grantee or sub-grantee or a contractor purchases ownership with award funds.

Default and Disputes

The Grantee is in default if one or more of the following occurs:

1. Any use of award agreement funds for a purpose other than as authorized by this Agreement;

2. Any material noncompliance with Federal, State, or local laws or regulations as determined by HUD;
3. Any other material breach of this award agreement, or
4. Any misrepresentation in the application submissions which, if known to HUD, would have resulted in this award not being provided.
5. Failure to meet any reporting requirement.

If HUD determines preliminarily that the recipient is in default as described in items 1-5, above, HUD will give the recipient notice of this determination and the corrective or remedial action proposed by HUD. The recipient shall have an opportunity to demonstrate, within the time prescribed by HUD (not to exceed 30 days from the date of the notice), and on the basis of facts and data, that it is not in default, or that the proposed corrective or remedial action is inappropriate, before HUD implements the corrective or remedial action.

Where HUD determines that corrective or remedial actions by the recipient have not been undertaken as instructed, or will not be effective to correct the default and to prevent further default, HUD may take the following additional corrective and remedial actions under this award agreement:

1. Reduce the award in the amount affected by the default.
2. Take action against the recipient under 24 CFR Part 24 and Executive Order 12549 with respect to future HUD or Federal grant awards.
3. Demand repayment of all award amounts.
4. Initiate litigation or other legal proceedings designed to require compliance with the statute, regulations, any terms or conditions of this award agreement, or other pertinent authorities.
5. Temporarily withhold cash payments pending correction of the deficiency by the grantee or subgrantee.
6. Withhold further payments.
7. Take any other remedial action legally available.

During performance of the grant, disagreements may arise between the Grantee and the Grant Officer on various issues. If a dispute concerning a question of fact arises, the Grant Officer shall prepare a final decision, taking into account all facts and documentation presented. The decision shall be mailed to the Grantee. The Grantee may appeal the decision in writing within thirty (30) days to the Deputy Secretary of HUD, or his or her designated representative, the Director, Office of Sustainable Housing and Communities.

Failure to comply with the requirements established in the award and these provisions, including failure to submit reports on time and in accordance with the requirements contained in these provisions, may result in HUD taking action to limit access to program funds. Actions by HUD may include, but are not limited to: requiring that reports and financial statements be submitted to the Grant Officer/GTR for approval before drawing down any funds; removing the Grantee from the eLOCCS; suspending the ability to incur costs or draw funds; and/or suspending or terminating the Grant for non-performance.

HUD may, on reasonable notice to the Grantee, temporarily suspend the award and withhold further payments pending corrective action by the Grantee. The award may be terminated in whole or in part before the end of the performance period for cause when the Grantee has failed to comply with the terms, conditions, standards, or provisions of this award. The award may be terminated for convenience when both parties agree that the continuation of the award would not produce beneficial results.

Deliverable Products

During the performance period, the recipient is required to submit to the GTR Official Work Products. These include but are not limited to progress reports; financial reports, closeout documentation; products specified in the Work Plans, such as reports for HUD and the public on activities conducted and results achieved, Logic Model reports, etc. Failure to submit required documents on time may cause the Grant Officer to take action to suspend or terminate the award.

Section 508 of the Rehabilitation Act of 1973 requires all Federal electronic and information technology to be accessible by people with disabilities. All Products of Work that will be posted on HUD's website must meet HUD's Web Publication Standards and Procedures at www.hud.gov/assist/webpolicies.cfm.

Environmental Review

This Environmental Review section applies to grantees that will conduct site control or land acquisition (Category 2- Detailed Execution Plans and Programs), as described in the NOFA.

Activities that involve site control or acquisition are subject to HUD environmental review under 24 CFR Part 50. For projects involving these activities, HUD's notification of award constituted only a preliminary approval by HUD subject to the completion of an environmental review of the proposed site(s). Selection for participation and the execution of this *Agreement* do not constitute approval of the proposed site(s). Each proposal involving site control or acquisition is subject to a HUD environmental review, and the Grantee's proposal may be modified or the proposed sites rejected as a result of that review.

The Grantee shall not acquire, rehabilitate, demolish, convert, lease, repair, or construct property, nor commit or expend HUD or local funds for these program activities with respect to any eligible property, until HUD approval of the property is received. An option agreement on a proposed site or property is allowable prior to the completion of the environmental review if the option agreement is subject to a determination by HUD on the desirability of the property for the project as a result of the completion of the HUD environmental review and the cost of the option is a nominal portion of the purchase price.

The Grantee shall assist HUD in complying with 24 CFR Part 50; shall supply HUD with all available, relevant information necessary for HUD to perform an environmental review for each property, as requested by HUD; and, shall carry out mitigating measures required by HUD or select alternate eligible property if required by HUD.

Equipment

When acquiring equipment, the Grantee shall comply with the requirements set forth in 24 CFR 84.34 or 24 CFR 85.32, whichever is applicable, OMB Circular A-87 (2 CFR Part 225), and OMB Circular A-122 (2 CFR Part 230).

Estimated Cost and Payment - Line Of Credit Control System (LOCCS/eLOCCS)

The Grantee shall be reimbursed for costs incurred in the performance of work under this grant in an amount not-to-exceed "**Total HUD Amount**" in Block 14 of the HUD 1044. In the event the Grantee incurs cost in excess of this amount, the excess shall be borne entirely by the Grantee.

Incurred costs shall be reimbursed through HUD's Line of Credit Control System (LOCCS) using the eLOCCS web based system. Each day LOCCS generates a payment tape for the Department of the Treasury, which disburses the payments via the Automated Clearinghouse (ACH) Payment System and a Voucher and Schedule of Payments. All payments are certified by HUD and forwarded to Treasury for processing.

Before receiving funds from the eLOCCS, the Grantee must designate a financial institution for HUD to make direct deposit payments through the ACH system. In the event the Grantee, during the performance of this grant, elects to designate a different financial institution for the receipt of any payments, notification of such change and the related information must be received by the Grant Officer 30 days prior to the date such change is to become effective.

To have access to LOCCS and the eLOCCS, the Grantee shall obtain a Security ID and Password from HUD's LOCCS Security Officer, using the form HUD-27054, LOCCS Voice Response /eLOCCS Access Authorization Form.

The Grantee shall submit the original vouchers for work performed to the GTR identified in Block 9 of the form HUD-1044. The voucher shall be supported by a detailed breakdown of the cost(s) claimed (Grantees are to use the Part 3 Financial Reporting Attachment included in Policy Guidance 2001-03). In order to assure proper payment, it is important that the voucher is in accordance with the payment amount requested through the eLOCCS. Payment requires the Grantee to go to eLOCCS and provide the Security ID number and requested information. Detailed instructions for using the LOCCS-eLOCCS were provided in HUD's Transmittal Letter for your award.

Funds advanced to the Grantee shall be maintained in an interest bearing account. Any interest earned by the Grantee as a result of the advanced funds shall be promptly returned to HUD.

All check remittances should be sent to the new Miscellaneous Lockbox as follows:

Bank of America
DHUD P.O. Box 277303
Atlanta, GA 30384-7303

If the Grantee is a State, local government or Indian Tribe, the Grantee may retain up to \$100.00 of interest earned per Grantee's fiscal year for administrative expenses (24 CFR 85.21).

If the Grantee is a University, non-profit or for profit organization, the Grantee may retain up to \$250.00 of interest earned per Grantee's fiscal year for administrative expenses (24 CFR 84.22).

State universities and hospitals shall comply with the Cash Management Improvement Act (CMIA), as it pertains to interest.

Other funds due to HUD after the end date of the grant or close-out, as a result of internal audit or other reasons, will be returned to the GTR identified in Block 9 of the form HUD-1044 of this grant.

Should the Grantee demonstrate an unwillingness or inability to establish procedures that will minimize the time elapsing between advances and disbursements, or fail to provide any required progress report in a timely manner, the authorization for advance payments may be revoked. The Grantee may then be required to finance the project with its own working capital and payment to the Grantee may be made by Treasury check to reimburse it for actual cash disbursements that are approved by the GTR.

Fair Housing and Civil Rights Laws

- a) The Grantee represents, warrants, and certifies to HUD that it shall comply with all applicable Federal statutes, regulations, and requirements relating to non-discrimination and equal opportunity identified in HUD's regulations at 24 CFR § 5.105(a), and assure such compliance of any of its sub-grantees under this Agreement, including the following:
 1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d-2000d-4) and implementing regulations at 24 CFR part 1, Nondiscrimination in Federally Assisted Programs of the Department of Housing and Urban Development - Effectuation of Title VI of the Civil Rights Act of 1964;

2. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681:1683, 1685:1688) and implementing regulations at 24 CFR part 3, Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance;
 3. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794) and implementing regulations at 24 CFR part 8, Nondiscrimination Based on Handicap in Federally Assisted Programs and Activities of the Department of Housing and Urban Development;
 4. Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 *et seq.*) and implementing regulations at 28 CFR part 35;
 5. The Fair Housing Act (42 U.S.C. §§ 3601-19) and implementing regulations at 24 CFR Part 100, Discriminatory Conduct Under the Fair Housing Act;
 6. Executive Order 11063, as amended by Executive Order 12259, and implementing regulations at 24 CFR part 107, Nondiscrimination and Equal Opportunity in Housing Under Executive Order 11063; and
 7. The Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-6107) and implementing regulations at 24 CFR part 146, Nondiscrimination on the Basis of Age in HUD Programs or Activities Receiving Federal Financial Assistance.
- b) The Grantee represents, warrants, and certifies to HUD that it shall administer its grant in a manner that affirmatively furthers fair housing and that, at a minimum, it shall carry out all actions to affirmatively further fair housing as proposed in its application for financial assistance under the Sustainable Communities Regional Planning Grant Program.
 - c) The Grantee represents, warrants, and certifies to HUD that it shall ensure that employment, contracting, and other economic opportunities generated by the Sustainable Communities Regional Planning Grant Program shall, to the greatest extent feasible, be directed to low- and very low-income persons pursuant to Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and HUD's implementing regulations at 24 CFR part 135.
 - d) Grantees are required to cooperate and assist HUD in its nondiscrimination and equal opportunity compliance activities and are required to maintain and submit racial, ethnic, disability, and other demographic data pursuant to HUD's nondiscrimination and equal opportunity regulations including those at 24 CFR §§ 1.6, 8.55, 107.30, and 121.2.

Flow Down Provisions

If the Grantee contracts or subawards funds under this agreement with a person or entity to perform work under this award, the Grantee shall include in the contract or subaward agreement such provisions as may be necessary to ensure that all contractors and subgrantees comply with the requirements of the grant and reporting provisions as set forth in these terms and conditions or as established by HUD and the Office of Management and Budget (OMB)

The Terms and Conditions of this agreement flow down to all tiers of subgrantees. All subgrantees are required to obtain a DUNS numbers (or update its existing DUNS record), and register with the Central Contractor Registration (CCR; www.ccr.gov) no later than 120 days after execution of this agreement.

HUD's Right to Audit and Disallow and Recover Funds

The government reserves the right to seek recovery of any funds that were not expended in accordance with the requirements or conditions of this agreement based upon HUD review, the final audit, or any other special audits or reviews undertaken. HUD has the right to order a special audit, even if the Grantee's auditor or a cognizant agency has already conducted one.

HUD's Substantial Involvement

Because this is a Cooperative Agreement, HUD intends to have substantial involvement in the review, development, and approval of all aspects of the work to be carried out under this cooperative agreement. The substantial involvement will be focused through the GTR and GTM. Anticipated substantial involvement by HUD staff may include, but will not be limited to:

- Review and possibly suggest amendments to the study design, including:
 - study objectives
 - field sampling plan
 - sample handling and preparation
 - sample and data analysis
 - quality assurance
- Review and provide scientific and technical recommendations in response to semi-annual progress reports (e.g., amendments to study design based on preliminary results).
- Review and provide scientific and technical recommendations on the final study report, including final interpretation of study results.

Incurrence of Costs

The Grantee is allowed to incur costs for activities beginning the date in Box #5 on the HUD-1044. Any costs incurred before the date are not allowable unless specifically authorized in writing by the Grant Officer or GTR.

Indirect Costs

If the Grantee has received a provisional rate, pending establishment of a final rate, reimbursement will be made on the basis of the provisional rate. By accepting this agreement, the Grantee agrees to bill at the provisional indirect cost rate until an approved indirect rate agreement becomes effective. Adjustments will be made from the provisional rate to the final rate. However, such adjustments must be within the total amount of the award as stated in Block #15 of the HUD-1044.

Inspection and Acceptance

Inspection, review, correction, and acceptance of all deliverables under this award shall be the responsibility of the GTR. The GTR may receive recommendations from assigned GTMs.

Inspector General Referrals

The Grantee or any subgrantee, subcontractor or other sub-recipient awarded funds shall promptly refer to an appropriate inspector general any credible evidence that a principal, employee, agent, contractor, sub-grantee, subcontractor, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds.

Limitation on Consultant Payments

Per the requirements of the NOFA, federal funds may not be used to pay or to provide reimbursement for payment of the salary of a consultant, whether retained by the federal Government or the Grantee, at a rate more than the equivalent of General Schedule 15, Step 10 base pay rate. See the Office of Personnel Management Website, www.opm.gov, and its Salaries and Wages link for the current base rate, which may be lower than the local rate.

Limitation on Payments to Influence Certain Federal Transactions

Section 1352 of Title 31 of the U.S. Code provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering

into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Lobbying Activities Prohibition

The Grantee is subject to the provisions of section 319 of the Department of Interior and Related Agencies Appropriation Act for Fiscal Year 1991, 31 U.S.C. 1352 (the Byrd Amendment), implemented in HUD regulations at 24 CFR Part 87 and to the provisions of the Lobbying Disclosure Act of 1995, P.L. 104-65 (December 19, 1995).

Management and Work Plan (with Logic Model Standards)

The management and work plan, deliverables and budget revisions shall comply with the requirements established by the NOFA. The Grantee shall complete and submit a detailed management and work plan (with Logic Model) within 60 days after the effective date of the grant; this plan is subject to review and approval by HUD. The revisions to the general plan submitted in the proposal shall include any negotiated changes of the work plan or budget if applicable. The plan shall be developed according to the instructions and Logic Model standards that will be provided by the GTR.

The management and work plan consists of the goals and time-phased objectives and deliverables for each of the major tasks to be undertaken by the program. A Logic Model (milestones) has been developed to assist the Grantee plan and implement its program in a timely and cost-effective manner. A revised budget, in accordance with the final negotiation, shall be submitted (if necessary).

Monitoring

The responsible Departmental official, GTR, or designee may review and monitor the practices of the Grantee to determine whether it is in compliance with this Agreement or other requirements that arise as a result of the Grant Award. The GTR will also provide performance monitoring by tracking Grantee's progress in meeting the goals and objectives of the program.

Order of Precedence

In the event of any inconsistency among any provisions of this grant, the following order of precedence shall apply:

- a) Cooperative Agreement
- b) NOFA
- c) Management and Work Plan.
- d) Uniform Administrative Requirements.
- e) Grantee's Proposal (if incorporated)

Patent Rights (Small Business Firms And Nonprofit Organizations)

Patent rights are as specified in 37 CFR Part 401, entitled "Rights to Inventions made by Nonprofit Organizations and Small Business Firms under Government Grants, Contracts and Cooperative Agreements." Inquiries regarding this Patent Rights clause should be in writing and directed to:

Grant Officer
Office of Sustainable Housing and Communities
U.S. Department of Housing and Urban Development
451 Seventh Street SW, Room 10180
Washington, DC 20410-3000

Period of Performance and Extensions and Incurring Costs or Obligating Federal Funds Beyond the Expiration Date

a) The Grantee shall provide all services stipulated in this cooperative agreement for the period of months specified in the form HUD 1044, "Assistance Award/Amendment," or its Continuation Sheet, from the effective date stipulated in Block #5 of the HUD 1044. Grantees are to comply with the requirements of 24 CFR 84.28 or 24 CFR 85.23 (Period of availability of funds), as applicable, in charging costs to the grant. All obligations incurred under the award must be liquidated within the period of performance. The preparation of the final administrative and financial reports is to be completed 30 days prior to the end of the period of performance.

b) The Grantee shall not incur costs or obligate federal funds for any purpose pertaining to the operation of the project or program, 30 days prior to the end of the period of performance. The only costs which are authorized during the last 30 days of the period of performance are those strictly associated with closeout activities. Closeout activities are normally limited to the preparation of final progress, financial, and required project audit reports unless otherwise approved in writing by the Grant Officer.

The Office of Sustainable Housing and Communities has no obligation to provide any additional prospective funding. Any amendment of the award to increase funding is at the sole discretion of that Office.

Personnel

The personnel, specified as key personnel in the original or amended HUD form 2010 (Rating Factor Form), Factor 1, Capacity of the Applicant and Relevant Organizational Experience, are considered to be essential to the work being performed hereunder. Prior to diverting any of the specified individuals to other work, the Grantee shall notify the Grant Officer and GTR reasonably in advance in writing and shall submit justification (including proposed substitutions (with the qualifications and experience of the substitute personnel)) in sufficient detail to permit evaluation of the impact on the work effort. No diversion shall be made by the Grantee without the written consent of the Grant Officer.

Profit/Fee

No increment above cost, fee, or profit may be paid to the Grantee or any subgrantee under this award.

Program Income

Any program income derived as a result of this award shall be added to funds committed under the award to further activities eligible for assistance under this agreement. If not contained in the Work Plan or under Special Conditions itemized in these provisions, prior to using program income to further the objectives of the grant program, the parties shall mutually agree by written amendment on the use of program income. Program income received after the period of performance must be used to further the objectives of the applicable grant program for which this grant is awarded in accordance with 24 CFR 84.24 or 85.25, as applicable.

Prohibited Use of Funds

You may not use funds for the following ineligible activities:

- (a) Ineligible administrative activities under OMB Circular A-102 (24 CFR Part 85), Grants and Cooperative Agreements with States and Local Governments; OMB Circular A-110 (2 CFR Part 215) Uniform Administrative Requirements for Grants and Cooperative Agreement with Institutions of Higher Education, Hospitals and other Non-Profit Organizations;
- (b) Ineligible costs under OMB Circular A-87 (2 CFR Part 225), Cost Principles for State and Local and Indian Tribal Governments; and OMB Circular A-122 (2 CFR Part 230), Cost Principles for Non-Profit Organizations;
- (c) Developing plans that would assist business or industry to relocate to an area to the detriment of communities where the business or industry is currently located. This funding restriction does not apply to businesses that are displaced as a result of Category 2 projects. The requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601) (codified at 49 CFR Part 24) cover any person who moves permanently from real property or moves personal property from real property as a result of direct acquisition, rehabilitation, or demolition for a program or project receiving HUD assistance (See the General Section).
- (d) Substitution of Sustainable Communities funds for funding already pledged to support community development; housing; watershed, air and water quality; transportation planning; food production and distribution planning; and other planning activities eligible under the sustainable communities planning program.

Publications and News Releases

The results of work conducted under the award may be made available to the public through dedication, assignment by HUD, or other means, as HUD shall determine.

All interim and final reports and any other specified deliverables shall be owned by the government and held for the benefit of the public which shall include Grantee and Grantee's sub-recipients.

Interim and final reports (including, if applicable, scientific manuscripts) may not be published by the Grantee or any sub-recipients participating in the work for a period of sixty days after acceptance of the deliverables by the GTR.

All deliverables, or any part thereof, and any independent products and special products arising from this award, when published by the Grantee or other participants in the work shall contain the following acknowledgment and disclaimer:

The work that provided the basis for this publication was supported by funding under an award with the U.S. Department of Housing and Urban Development. The substance and findings of the work are dedicated to the public. The author and publisher are solely responsible for the accuracy of the statements and interpretations contained in this publication. Such interpretations do not necessarily reflect the views of the Government."

Copies of all press releases, formal announcements, and other planned, written issuances containing news or information concerning work products or activities of this award that may be made by the Grantee or its staff, or any sub-grantee or other person or organization participating in the work of the award, shall, be provided to the GTR for review and comment before the planned release. Whenever possible, these should be provided to the GTR for review and comment at least two weeks before the planned release, but in no event simultaneously with the release.

The use of Social Media, such as web feeds, wikis, blogs, photo and video-sharing, podcasts, and microblogs is acceptable under OSHC grant programs. Information to be released through Social Media must be provided to the GTR for review and comment at least 2 business days before the planned release.

Reporting

a) Deliverables

The Grantee shall include a schedule listing all significant project milestones, and dates for submission of all project deliverables including biannual project reports, interim reports where appropriate, the final report, and financial reports utilizing Standard Form 425, the Federal

Financial Report. Upon approval of the Work Plan, the Grantee should ensure all deliverables identified in the Work Plan and Logic Model schedule are delivered on time.

b) Biannual Progress Reports

A template to be used in the preparation of each biannual report will be provided by HUD after grant award. Biannual reports must reflect activities undertaken, obstacles encountered and solutions achieved, and accomplishments. Contracts, training materials and protocols, rosters of persons trained, outreach and educational materials prepared, and other significant products developed to implement, analyze or control the project or disseminate information are to be submitted with the biannual reports as attachments.

Grantees shall submit reports as specified in this clause. The reports submitted to HUD require the submission of a work plan with specific, time phased, and realistic goals, objectives, and Logic Model milestones established. Biannual status reports that show progress and measure performance of the program in meeting approved work plan goals, objectives and Logic Model milestones are to be submitted.

Grantees are advised that failure to submit timely biannual progress reports will result in not having their "eLOCCS Request Voucher for Grant Payment" processed and also may result in a low performance rating, which could result in grant termination. Reports are due 30 days after the reporting period.

c) Required Reports

- Grantees are required to submit biannual reports, including Logic Model reports. Reporting requirements are specified in the Notice of Funding Availability and these Terms and Conditions. In case of conflict, the more-stringent provisions apply.
- Economic Opportunities for Low- and Very Low-Income Persons (Section 3). The HUD Form 60002, Economic Opportunities for Low- and Very Low-Income Persons (Section 3) must be submitted by January 10th, and yearly thereafter.
- Federal Financial Report (Standard Form 425)

d) Final Report

A final report shall be submitted. The final report shall summarize the applicant's plans, execution of the plans, achievements noted, and lessons learned. The report need not be lengthy, but should be of a quality and detail to provide freestanding description to any outside reader of all of the applicant's work and achievement under the grant. See clause entitled "Closeout" for the specific elements to be included with your final report. Specific and detailed guidance on preparing the forms and the narratives may be obtained from the GTR.

Reproduction of Reports

BRANCH PROCUREMENT OF CERTAIN KINDS OF PRINTING; "PRINTING" DEFINED

Pub. L. 102-392, title II, Sec. 207(a), Oct. 6, 1992, 106 Stat. 1719, as amended by Pub. L. 103-283, title II, Sec. 207, July 22, 1994, 108 Stat. 1440; Pub. L. 104-201, div. A, title XI, Sec. 1112(e)(1), Sept. 23, 1996, 110 Stat. 2683, provided that:

- 1) None of the funds appropriated for any fiscal year may be obligated or expended by any entity of the executive branch for the procurement of any printing related to the production of Government publications (including printed forms), unless such procurement is by or through the Government Printing Office.
- 2) Paragraph (1) does not apply to (A) individual printing orders costing not more than \$1,000, if the work is not of a continuing or repetitive nature, and, as certified by the Public Printer, if the work is included in a class of work which cannot be provided more economically through the Government Printing Office, (B) printing for the Central Intelligence Agency, the Defense Intelligence Agency, National Imagery and Mapping Agency, or the National Security Agency, or (C) printing from other sources that is specifically authorized by law.

As used in this section, the term "printing" includes the processes of composition, platemaking, presswork, duplicating, silkscreen processes, binding, microform, and the end items of such processes.

Review of Deliverables

- a) Definition - For the purpose of this clause, "Deliverables" include:
 - 1) All interim and final reports;
 - 2) Survey instruments required by Work Plan, if applicable;
 - 3) Other physical materials and products produced directly under the Work Plan of this grant, if applicable; and
 - 4) In-kind and leverage commitments, if applicable.
- b) General
 - 1) The GTR shall have the sole responsibility for HUD review, correction, and acceptance of the deliverables of this grant. Such review(s) shall be carried out promptly by the GTR, so as not to impede the work of the Grantee.
 - 2) The Grantee shall carry out the required corrections, if any, provided by the GTR and shall promptly return a revised copy of the product to the GTR.
 - 3) The basis for acceptance shall be the Grantee's good faith efforts to complete the deliverables of this grant.
 - 4) The GTR's review, correction, and acceptance of deliverables shall be limited to:

- (i) corrections of omissions or errors of fact, methodology, or analysis; ii) deletion of irrelevant materials; and (iii) improvements in style readability.
- 5) In the review and acceptance of deliverables, the GTR may not require any change in the Grantee's stated views, opinions, or conclusions.
- 6) Should there be any disagreement between the Grantee and the GTR as to any correction, or the methodology or analysis on which any conclusion is based, the GTR may require the Grantee to insert a Government dissent(s) in the appropriate place(s). The inclusion of such dissent(s) in an Official Product of Work, otherwise found acceptable by GTR, and the return to the GTR of a revised copy containing the dissent(s), shall satisfy the requirements for acceptance of the Official Product of Work under this clause. Such dissent(s) shall not apply to any independent publication by the Grantee of Independent Products that may arise from the work or findings of this grant.

Scope of Services

The Grantee shall furnish the necessary personnel, materials, services, equipment, facilities (except as otherwise specified herein) and otherwise do all things necessary for or incidental to the performance of the work set forth in the original/revised application under the this NOFA, as well as the subsequent Management and Work Plan and Logic Model schedule.

Single Audit Transparency Transactions Listed in Schedule of Expenditures of Federal Awards and Recipient Responsibilities for Informing Sub-recipients.

- a) Uniform Administrative Requirements for Grants and Agreements” and OMB A-102 (24 CFR Part 85) Common Rules provisions, recipients agree to maintain records that identify adequately the source and application of funds.
- b) For recipients covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133 (2 CFR Part 180), “Audits of States, Local Governments, and Non-Profit Organizations,” recipients agree to separately identify the expenditures for Federal awards on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133 (2 CFR Part 180).
- c) Recipients agree to separately identify to each sub-recipient, and document at the time of sub-award and at the time of disbursement of funds, the Federal award number, CFDA number, and amount of funds.
- d) Recipients agree to require their sub-recipients to include on their SEFA. This information is needed to allow the recipient to properly monitor sub-recipient expenditure of as well as oversight by the Federal awarding agencies, Offices of Inspector General and the Government Accountability Office.

Special Conditions

Special Conditions to this award are listed in the form HUD-1044 Continuation Sheets.

Sub-recipient Monitoring and Management

Recipients will be responsible for the monitoring and management of all sub-recipient awards. Management and reporting requirements applied to direct recipients tier-down to employees, affiliates, sub-recipients, and subcontractors, and recipients will be responsible for ensuring compliance and submitting required reports to HUD. Recipients may incorporate all sub-recipient reporting into a consolidated report with the exception of the requirements established for compliance with the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282) also known as FFATA or the Transparency Act.

Whistleblower Protection

Each grantee or sub-grantee awarded funds made available shall promptly refer to the HUD Office of Inspector General any credible evidence that a principal, employee, agent, contractor, sub-recipient, subcontractor, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds. Complaints can be made to the HUD Office of Inspector General through any of the following means:

Calling toll-free at 1-800-347-3735; persons who have hearing or speech disabilities may reach this number from the Federal Relay Service, at 1-800-877-8339.

Faxing at (202) 708-4829

E-mailing to hotline@hudoig.gov

Writing to HUD OIG Hotline (GFI), 451 7th Street, SW, Washington, DC 20410

ATTACHMENT C

FEDERAL AID/LOCAL AGREEMENT - SCHEDULE A

Beginning Eligibility Date for Project Expenditure Reimbursement: 2/15/2011

Project Completion Date: 2/15/2014

PROJECT DESCRIPTION: Develop and implement NY-CT Sustainable Communities Planning Program per Schedule B

SOURCES OF PROJECT FUNDING

<u>Element No.</u>	<u>Element Name</u>	<u>Activity</u>	<u>Project Period</u>	<u>HUD Funds</u>	<u>Recipient</u>	<u>Maximum Federal Amount Payable</u>	<u>Local Match</u>	<u>Source of Local Match</u>	<u>TOTAL</u>
1	Gap Analysis	Review of Existing Plans; Identify and Prioritize Gaps and Strategy Innovations (Tasks A and B)	2011-2012	\$ 125,000	Regional Plan Association	\$ 125,000	\$ 25,000	Regional Plan Association	\$ 150,000
			2011-2012	\$ 90,142	South Western Region Metropolitan Planning Organization	\$ 90,142	\$ 18,028	South Western Region Metropolitan Planning Organization	\$ 108,170
			2011-2012	\$ 77,265	Greater Bridgeport/Valley Metropolitan Planning Organization	\$ 77,265	\$ 15,453	Greater Bridgeport/Valley Metropolitan Planning Organization	\$ 92,718
			2011-2012	\$ 66,729	South Central Regional Council of Governments	\$ 66,729	\$ 13,346	South Central Regional Council of Governments	\$ 80,075
			2011-2012	\$ 80,000	Professional Services for Gap Analysis and Regional Outreach	\$ 80,000	\$ -		\$ 80,000
			2011-2012	\$ -	Professional Services for Field Organizers	\$ -	\$ 100,000	One Region Fund	\$ 100,000
			ELEMENT 1 SUBTOTAL				\$ 439,136		\$ 439,136

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2	Enhancement of Existing Plans	Regional Housing Analysis (Task C)	2011-2012	\$ 74,155	Regional Plan Association	\$ 74,155	\$ 14,831	Regional Plan Association	\$ 88,986
		Long Island Housing Strategy (Task D)	2011-2013	\$ 80,976	Long Island Regional Planning Council	\$ 80,976	\$ 16,195	Long Island Regional Planning Council	\$ 97,171
		Building Climate Resilience (Task E) (New York City)	2011-2013	\$ 307,378	New York City Department of City Planning	\$ 307,378	\$ 61,476	New York City Department of City Planning	\$ 368,854
ELEMENT 2 SUBTOTAL				\$ 462,508		\$ 462,508	\$ 92,502		\$ 555,010
3	Detailed Execution Plans Eastern Sector	Suffolk County Transfer of Development Rights (TDR) Study (Task N)	2011-2013	\$ 202,846	Suffolk County Planning Department	\$ 202,846	\$ 64,779		\$ 267,625
			2011-2013	\$ 121,051	Professional Services for Suffolk TDR Study	\$ 121,051	\$ -		\$ 121,051

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		Nassau County Infill Redevelopment Feasibility Study (Task M)	2011-2013	\$ 63,897	Nassau County Department of Economic Development	\$ 63,897	\$ 64,779		\$ 128,676
			2011-2013	\$ 260,000	Professional Services for Nassau Redevelopment Study	\$ 260,000	\$ -		\$ 260,000
		Sustainable East New York [Brooklyn] (Task L)	2011-2013	\$ 369,394	New York City Department of City Planning	\$ 369,394	\$ 73,879		\$ 443,273
ELEMENT 3 EASTERN SECTOR SUBTOTAL				\$ 1,017,188		\$ 1,017,188	\$ 203,438		\$ 1,220,626
3	Detailed Execution Plans Northern Sector	Interstate 287/Tappan Zee Bridge Corridor Working Group	2011-2012	\$ -	N/A	\$ -	\$ 75,000	New York Metropolitan Transportation Council	\$ 75,000
		Cross County Parkway Corridor Working Group	2011-2012	\$ -	N/A	\$ -	\$ 75,000	New York Metropolitan Transportation Council	\$ 75,000
		Metro-North Station Study (Bronx) (Task K)	2011-2014	\$ 346,336	New York City Department of City Planning	\$ 346,336	\$ 69,267	New York City Department of City Planning	\$ 415,603

FEDERAL AID/LOCAL AGREEMENT - SCHEDULE A

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SOURCES OF PROJECT FUNDING

<u>Element No.</u>	<u>Element Name</u>	<u>Activity</u>	<u>Project Period</u>	<u>HUD Funds</u>	<u>Recipient</u>	<u>Maximum Federal Amount Payable</u>	<u>Local Match</u>	<u>Source of Local Match</u>	<u>TOTAL</u>
		TOD Smart Growth Initiative in New Rochelle (Task J)	2011-2013	\$ 2,500	City of New Rochelle	\$ 2,500	\$ 20,790	City of New Rochelle	\$ 23,290
			2011-2013	\$ 101,450	Professional Services for New Rochelle TOD Initiative	\$ 101,450	\$ -		\$ 101,450
		Advance transit-oriented development around New Haven's Union Station (Task F)	2011-2013	\$ 98,447	City of New Haven	\$ 98,447	\$ 37,224	City of New Haven	\$ 135,671
			2011-2013	\$ 87,671	Professional Services for New Haven TOD Initiative	\$ 87,671	\$ -		\$ 87,671
		Advance Transit-Oriented Development Around Bridgeport's Barnum Train (Task G)	2011-2013	\$ 3,117	City of Bridgeport	\$ 3,117	\$ 37,223	City of Bridgeport	\$ 40,340
			2011-2013	\$ 183,000	Professional Services for Bridgeport TOD Initiative	\$ 183,000	\$ -		\$ 183,000

FEDERAL AID/LOCAL AGREEMENT - SCHEDULE A

Beginning Eligibility Date for Project Expenditure Reimbursement: 2/15/2011

Project Completion Date: 2/15/2014

PROJECT DESCRIPTION: Develop and implement NY-CT Sustainable Communities Planning Program per Schedule B

SOURCES OF PROJECT FUNDING

<u>Element No.</u>	<u>Element Name</u>	<u>Activity</u>	<u>Project Period</u>	<u>HUD Funds</u>	<u>Recipient</u>	<u>Maximum Federal Amount Payable</u>	<u>Local Match</u>	<u>Source of Local Match</u>	<u>TOTAL</u>
		Stamford East Side Train Station Feasibility Study (Task I)	2011-2013	\$ 3,117	City of Stamford	\$ 3,117	\$ 37,223	City of Stamford	\$ 40,340
			2011-2013	\$ 183,000	Professional Services for Stamford TOD Initiative	\$ 183,000	\$ -		\$ 183,000
		Implement the TOD Master Plan for South Norwalk Railroad Station Neighborhood (Task H)	2011-2013	\$ 186,117	Professional Services for Norwalk TOD Initiative	\$ 186,117	\$ 37,223	City of Norwalk	\$ 223,341
ELEMENT 3 NORTHERN SECTOR SUBTOTAL				\$ 1,194,755		\$ 1,194,755	\$ 388,951		\$ 1,583,707
3	Detailed Execution Plans Overall Activities	Regional Housing Incentive Fund (Task C II)	2011-2014	\$ 100,000	Community recipients tbd	\$ 100,000	\$ 100,000	Local Initiatives Support Corporation	\$ 200,000
ELEMENT 3 OVERALL ACTIVITIES SUBTOTAL				\$ 100,000		\$ 100,000	\$ 100,000		\$ 200,000

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SOURCES OF PROJECT FUNDING

<u>Element No.</u>	<u>Element Name</u>	<u>Activity</u>	<u>Project Period</u>	<u>HUD Funds</u>	<u>Recipient</u>	<u>Maximum Federal Amount Payable</u>	<u>Local Match</u>	<u>Source of Local Match</u>	<u>TOTAL</u>
4	Project Management	Project Coordination and Committee Staffing	2011-2014	\$ 148,000	Regional Plan Association	\$ 148,000	\$ 29,600	Regional Plan Association	\$ 177,600
		Grant Administration	2011-2014	\$ 138,411	Regional Plan Association	\$ 138,411	\$ 27,682	Regional Plan Association	\$ 166,093
ELEMENT 4 SUBTOTAL				\$ 286,411		\$ 286,411	\$ 57,282		\$ 343,693
GRAND TOTALS				\$ 3,500,000		\$ 3,500,000	\$ 1,014,000		\$ 4,514,000

ATTACHMENT D

FEDERAL AID/LOCAL AGREEMENT - SCHEDULE B

Milestone Payments and Deliverables

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<u>TASK</u>	<u>DESCRIPTION</u>	<u>DELIVERABLE</u>	<u>AMOUNT</u>
Task A: Enhancement of Existing Plans to Produce Execution Plan for Regional Sustainable Development			
A1	<u>Collect and Analyze Existing Plans</u>		
A1d	Place maps and matrix on consortium website and obtain comments from subregional committees, advisory board and steering committee	Summary of comments	\$ 10,978
A2	<u>Research Alignment of Federal, State and Regional Regulations, Programs and Plans</u>		
A2e	Place draft report of findings on consortium website and obtain comments from subregional committees, advisory board and steering committee	Summary of comments	\$ 10,978
A3	<u>Plan Recommendations and Approval</u>		
A3b	Obtain comments from subregional committees, advisory board and steering committee	Summary of comments	\$ 10,978
A3d	Draft final plan	Final draft	\$ 10,978
Task B: Regional Public Engagement and Knowledge Sharing			
B2	<u>Organize Northern and Eastern Sector committees</u>		
B2b	Conduct organizational meetings to elect chairs and develop meeting agendas and schedules	Meeting agendas and summaries	\$ 10,978
B3	<u>Retain field organizers and conduct training workshop</u>		
B3b	Organize seminar for consortium members and field organizers to share best practices in relevant organization tools and methods, and improve the design of outreach and participation strategies	Seminar agenda and summary	\$ 10,978
B4	<u>Conduct regional town meetings</u>		

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<u>TASK</u>	<u>DESCRIPTION</u>	<u>DELIVERABLE</u>	<u>AMOUNT</u>
B4e	Incorporate input into project planning and publish meeting summaries on website	Meeting summaries	\$ 10,978
B5	<u>Obtain recommendations and feedback for plan enhancements</u>		
B5c	Incorporate input into draft Execution Plan for Sustainable Development and post to website for comment	Summary of plan comments	\$ 10,978
Task C: Regional Housing Analysis and Incentive Fund			
C2	<u>Collect and analyze existing AIs and housing studies</u>		
C2b	Analyze AIs and studies and compare methodologies, data, assumptions, findings and recommendations	Summary of analysis	\$ 4,945
C3	<u>Data analysis and mapping</u>		
C3b	Map existing conditions and compare to transit-oriented opportunity areas	Maps and summary of conclusions	\$ 4,945
C4	<u>Develop recommendations</u>		
C4b	Submit to subregional committees, advisory board and steering committee for comment and approval	Final report	\$ 4,945
Task D: Long Island Housing Strategy			
D2	<u>Needs and impediments analysis</u>		
D2b	Perform analysis of impediments to housing choice including zoning, transportation and employment.	Report of Analysis of Impediments	\$ 5,398
D3	<u>Action Plan</u>		
D3a	Develop and vet Fair Share Housing Action Plan for creating the necessary Next Generation and mixed-income Workforce housing for Long Island	Completed Action Plan	\$ 5,398

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TASK	DESCRIPTION	DELIVERABLE	AMOUNT
D3c	Identify and document lessons learned and best practices for consideration by the consortium at its scheduled Steering Committee meetings, including implications for the Program and Execution Plan for Sustainable Development	Documentation of best practices to Steering Committee	\$ 5,398
Task E: Building Climate Resilience			
E1	<u>Analysis of urban design implications of enhanced flood protection for buildings</u>		
E1c	Draft regulatory revisions	Final report with further recommendations for building code and other regulations or policies	\$ 20,492
E2	<u>Study of best practices for building coastal resilience in highly developed waterfront cities and surrounding areas</u>		
E2b	Research on individual strategies; develop framework and methodology for evaluation	Complete report with recommendations for evaluation of options and methodology for regional replicability	\$ 20,492
E3	<u>Evaluation of critical infrastructure design standards</u>		
E3c	Decide which standards will be revised, begin revision process and integrating revised standards into agency activities	Report on standards to be revised, status of integration of revised standards into agency activities	\$ 20,492
Task F: Advance transit-oriented development around New Haven's Union Station			
F3	<u>Market Analysis and Project Design</u>		
F3c	Conduct environmental screening and determine scope.	Scoping report.	\$ 12,408
F4	<u>Final Report and RFQ</u>		
F4b	Complete final plan with associated state agency approvals	Final Report	\$ 12,408

FEDERAL AID/LOCAL AGREEMENT - SCHEDULE B

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<u>TASK</u>	<u>DESCRIPTION</u>	<u>DELIVERABLE</u>	<u>AMOUNT</u>
F4d	Issue RFP or RFQ to developers	Completed RFQ	\$ 12,408
Task G: Advance Transit-Oriented Development Around Bridgeport's Barnum Station			
G2	<u>Analyze ridership</u>		
G2e	Analyze the relationship between this station and the intermodal station downtown and how they will complement each other with differentiated service	Analysis of how the two stations will compliment each other with various services	\$ 12,408
G3	<u>Develop operation simulation and go/no-go determination</u>		
G4	<u>Investigate TOD and station location</u>		
G4a	Identify transit oriented development (TOD) and station sites.	Concept reports for each site.	\$ 12,408
G7	<u>Final report & public presentations</u>		\$ 12,408
Task H: Implement the TOD Master Plan for South Norwalk Railroad Station Neighborhood			
H2	<u>Disposition of City-owned parcels</u>		
H2c	Procure public approvals for disposition and develop RFP's for development of public parcels	Public consensus on property development; public approvals for RFPs.	\$ 12,408
H3	<u>Program of public infrastructure</u>		
H3c	Refine and propose a program of public improvements, financing plans for public approvals. Bid phase 1 of public improvements.	Public approvals of public infrastructure design; bid phase I	\$ 12,408
H4	<u>Circulator design</u>		
H4c	Finalize circulator design; develop cost estimates and a funding strategy for the development of the circulator	Public approvals of the circulator design and funding strategy.	\$ 12,408

FEDERAL AID/LOCAL AGREEMENT - SCHEDULE B

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<u>TASK</u>	<u>DESCRIPTION</u>	<u>DELIVERABLE</u>	<u>AMOUNT</u>
Task I: Stamford East Side Train Station Feasibility Study			
I3	<u>Develop operation simulation and go/no-go determination</u>		
I3b	Identify impact of new stations on train operations	Using simulation model, identification of travel time impacts, potential service frequencies, and impacts on existing service or high-speed rail potential	\$ 12,408
I4	<u>Investigate TOD and station location</u>		
I4a	Identify transit oriented development (TOD) and station sites	Concept reports for each site	\$ 12,408
I7	<u>Final report & public presentations</u>		\$ 12,408
Task J: TOD Smart Growth Initiative in New Rochelle			
J3	<u>Analyze infrastructure capacity</u>		
J3B	If necessary, recommend modifications to infrastructure requirements to conform to future demand and use patterns.	Draft of preliminary infrastructure recommendations	\$ 6,930
J5	<u>Incentivize the location of transit-oriented goods and services within the Transit Center, train station, and identified TOD zone.</u>		
J5C	Affirm and strengthen zoning and land use regulations aimed at promoting smart growth in the identified TOD zone.	Draft zoning changes to support recommended land uses. Specification of density levels where growth is deemed appropriate.	\$ 6,930
J7	<u>Produce final plan</u>		\$ 6,930
Task K: Metro-North Station Study (Bronx)			
K2	<u>Study of Existing Conditions</u>		

FEDERAL AID/LOCAL AGREEMENT - SCHEDULE B

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TASK	DESCRIPTION	DELIVERABLE	AMOUNT
K2d	Streetscape and transportation survey	Inventory of select stations signage, pedestrian access and intermodal connections;	\$ 23,089
K3	<u>TOD Opportunity Analysis</u>		
K3d	Presentation of findings to stakeholders	Report on analysis and workshop outcomes to Community Advisory Committee	\$ 23,089
K4	<u>Recommendations Report</u>		
K4d	Completion of plan and recommendations	Completed and stakeholder-vetted plan for selected Metro-North Stations	\$ 23,089
Task L: Sustainable East New York			
L2	<u>Land Use, Housing and Urban Design</u>		
L2c	Recommendations for zoning changes and other actions	Draft zoning changes to support recommended land uses	\$ 24,626
L3	<u>Transportation access study- local improvements and regional connections</u>		
L3b	Draft transportation access recommendations, including connections to other centers on LIRR and subway systems	Recommendations for transportation and streetscape improvements	\$ 24,626
L4	<u>Multidisciplinary planning coordination</u>		
L4c	Report on recommendations for land use and zoning changes, sustainability, streetscape, transportation and capital improvements	Recommendations for additional sustainability measures as part of integrated plan for land use, housing, transportation, and urban design	\$ 24,626
Task M: Nassau County Infill Redevelopment Feasibility Study			
M3	<u>Existing Conditions</u>		
M3B	Existing Conditions Report	Existing Conditions Report	\$ 21,593

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TASK	DESCRIPTION	DELIVERABLE	AMOUNT
M4	<u>Selection of Study Area(s)</u>		
M4B	Selection of Types of Analyses Needed for Selected Study Areas	Report and Presentation (in varied formats) of specific areas to be studied	\$ 21,593
M5	<u>Final Feasibility Report</u>		
M5c	Incorporate Implementation Plan into Draft Final Feasibility Report	Implementation Plan	\$ 21,593
Task N: Suffolk County Transfer of Development Rights (TDR) Study			
N1	<u>Inventory of existing Transfer of Development Rights (TDR) programs including program identification and analysis of basic elements.</u>		
N1c	Analysis of purpose and intent of existing programs (water quality protection, downtown revitalization, workforce housing...etc) and identification of the geographic location of all sending and receiving areas.	Descriptive report of existing programs	\$ 21,593
N2	<u>Complete analysis of all existing programs including available credits, potential sending sites and remaining receiving sites.</u>		
N2b	Identification of potential overlap between programs	Summary of analysis	\$ 21,593
N3	<u>Recommendations will also be drafted to encourage better coordination between land use and transportation policies.</u>		
N3b	Development of specific strategies for coordinating credit absorption within designated growth zones while discouraging development in environmentally sensitive areas and water protection zones.	Complete TDR analysis and development of policy recommendations moving forward.	\$ 21,593