



BOARD OF SUPERVISORS AGENDA ITEM REPORT
AWARDS / CONTRACTS / GRANTS

Award Contract Grant

Requested Board Meeting Date: 8/19/2024

* = Mandatory, information must be provided

or Procurement Director Award:

***Contractor/Vendor Name/Grantor (DBA):**

U.S. Department of Housing and Urban Development (HUD)

***Project Title/Description:**

FY2023 Community Project Funding Grant Agreement No. B-23-CP-AZ-0055

***Purpose:**

HUD funds will be used for the design and modification of space to accommodate the Pima County Collaborative One-Stop Center at Pima County Community College District, Downtown Campus, Learner Resource Center.

Indirect costs waived.

Attachment: Resolution

***Procurement Method:**

The grant award did not require Pima County Attorney Office review or signature.

***Program Goals/Predicted Outcomes:**

The goal is to provide a welcoming space for job seekers at the Pima County Community College Downtown Campus where learners can get access to workforce development activities.

***Public Benefit:**

The employment center will offer career planning, access to financial assistance and case management allowing access to post-secondary career-technical education for low-income, minority and marginalized job seekers.

***Metrics Available to Measure Performance:**

The funds are used as a community project for renovating the current building located at PCC downtown campus.

***Retroactive:**

No.

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THE APPLICABLE SECTION(S) BELOW MUST BE COMPLETED

Click or tap the boxes to enter text. If not applicable, indicate "N/A". Make sure to complete mandatory (*) fields

Contract / Award Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____
Commencement Date: _____ Termination Date: _____ Prior Contract Number (Synergen/CMS): _____
Expense Amount \$ _____ * Revenue Amount: \$ _____

*Funding Source(s) required: _____

Funding from General Fund? Yes No If Yes \$ _____ % _____

Contract is fully or partially funded with Federal Funds? Yes No

If Yes, is the Contract to a vendor or subrecipient? _____

Were insurance or indemnity clauses modified? Yes No
If Yes, attach Risk's approval.

Vendor is using a Social Security Number? Yes No
If Yes, attach the required form per Administrative Procedure 22-10.

Amendment / Revised Award Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____
Amendment No.: _____ AMS Version No.: _____
Commencement Date: _____ New Termination Date: _____

Prior Contract No. (Synergen/CMS): _____

Expense Revenue Increase Decrease

Amount This Amendment: \$ _____

Is there revenue included? Yes No If Yes \$ _____

*Funding Source(s) required: _____

Funding from General Fund? Yes No If Yes \$ _____ % _____

Grant/Amendment Information (for grants acceptance and awards)

Award Amendment

Document Type: Grant Department Code: CWD Grant Number (i.e., 15-123): 73394
Commencement Date: 8/19/2024 Termination Date: 12/31/2031 Amendment Number: _____

Match Amount: \$ _____ Revenue Amount: \$ 2,700,000.00

*All Funding Source(s) required: U.S. Department of Housing and Urban Development

*Match funding from General Fund? Yes No If Yes \$ _____ % _____

*Match funding from other sources? Yes No If Yes \$ _____ % _____

*Funding Source: _____

*If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?
Directly from the Federal government

Contact: Cassie Lundin/Rise Hart

Department: Community & Workforce Development

Telephone: 724-9638

Department Director Signature: [Signature]

Date: 7/30/2024

Deputy County Administrator Signature: [Signature]

Date: 5 Aug 20 24

County Administrator Signature: [Signature]

Date: 8/5/2024

RESOLUTION 2024 - _____

**RESOLUTION OF THE BOARD OF SUPERVISORS OF PIMA COUNTY, ARIZONA
AUTHORIZING THE APPROVAL OF FY 2023 COMMUNITY PROJECT FUNDING GRANT
AGREEMENT NO. B-23-CP-AZ-0055 FROM THE U.S. DEPARTMENT OF HOUSING AND
URBAN DEVELOPMENT**

The Board of Supervisors of Pima County, Arizona finds:

1. Pima County ("County"), through its Community & Workforce Development Department ("CWD"), administers several federal and local grant programs to benefit Pima County residents.
2. On March 2, 2023, Pima County received an Award Letter from the U.S. Department of Housing and Urban Development ("HUD") for funds of \$2,700,000 for fiscal years (FY) 2023-2031 for the Community Project Funding Grant Agreement No. B-23-CP-AZ-0055.
3. HUD funds will be used for the design and modification of space to accommodate the Pima County Collaborative One-Stop Center at Pima County Community College District, Downtown Campus, Learner Resource Center.
4. It is in the best interests of the residents of Pima County to accept the FY 2023-2031 grant funds being provided under Federal Grant No. B-23-CP-AZ-0055.
5. Under HUD grant procedures, HUD does not require, and will not accept, a written signature on the Notice of Award and the Terms and Conditions of the FY 23 Community Project Funding Grant agreement. Such acceptance must be effectuated electronically within the GrantSolutions.gov system.

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NOW, THEREFORE, BE IT RESOLVED:

- A. The Chair of the Pima County Board of Supervisors is authorized to execute, as necessary, all applicable federal documents associated with the acceptance of and activities under the "Grant Agreement for FY 2023 Community Project Funding" accepting the FY 2023-2031 including but not limited to, required HUD budget forms and descriptive grant narratives.

- B. The Director of CWD or his designee is authorized and directed to submit any such documents to HUD, including completing any electronic acceptance, approvals and submissions required by HUD.

Passed and adopted, this _____ day of _____, 2024.

Chair, Pima County Board of Supervisors

ATTEST:

Clerk of the Board Date

APPROVED AS TO FORM:



Kyle Johnson, Deputy County Attorney



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

OFFICE OF COMMUNITY PLANNING AND DEVELOPMENT

March 2, 2023

Adelita Grijalva
Chair, Pima County Board of Supervisors
Pima County
2797 E. Ajo Way
Tucson, AZ 85713
Email: Daniel.sullivan@pima.gov

Dear Grijalva:

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

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

Grantee:	Pima County
Project:	Pima County Collaborative One-Stop Center at Pima Community College
Amount:	\$2,700,000
Grant Number	B-23-CP-AZ-0055

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

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

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

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

A brief overview of these documents is below:

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

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

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

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

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

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

Grant Award Process Overview

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

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

Grant Award Process

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

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

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

Overview of the FY2023 Act

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

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

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

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

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

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

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

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

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

Sincerely,



Robin J. Keegan
Deputy Assistant Secretary
Economic Development

ATTACHMENTS:
FY2023 Community Project Funding Grant Guide (Version 1)
FY2023 CPF Grant Agreement
Form HUD-1044 – Assistance Award/Amendment Form

**FY 2023 COMMUNITY PROJECT FUNDING
GRANT AGREEMENT NO. B-23-CP-AZ-0055**

Grantee Name: Pima County

Grantee Address: 2797 E. Ajo Way Tucson, AZ 85713

Grantee's Unique Entity Identifier (UEI):

Grantee's Employer Identification Number (EIN)

Federal Award Identification Number (FAIN) B-23-CP-AZ-0055

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

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

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

This Grant Agreement between the Department of Housing and Urban Development (HUD) and Pima County (the Grantee) is made pursuant to the authority of the Consolidated Appropriations Act, 2023 (Public Law 117-328) and the Explanatory Statement for Division L of that Act, which was printed in the Senate section of the Congressional Record on December 20, 2022 (Explanatory Statement).

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

ARTICLE I. Definitions

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

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

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

ARTICLE II. Total Grant Amount

Subject to the provisions of the Grant Agreement, HUD will make grant funds in the amount of \$2,700,000 available to the Grantee.

ARTICLE III. Award-Specific Requirements

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

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

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

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

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

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

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

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

ARTICLE IV. General Federal Requirements

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE V. Drawdown Requirements

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

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

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

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

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

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

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

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

ARTICLE VI. Program-Specific Reporting Requirements

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

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

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

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

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

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

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

ARTICLE VII. Project Closeout

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

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

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

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

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

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

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

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

ARTICLE VIII. Default

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

ARTICLE IX. HUD Contact Information

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

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

GRANTEE

(Name of Organization)

BY: _____
(Signature of Authorized Official)

(Typed Name and Title of Authorized Official)

(Date)

HUD

BY: _____
Robin J. Keegan,
Deputy Assistant Secretary for Economic Development

(Date)

APPENDIX 1 – Project Narrative

APPENDIX 2 – Approved Budget

APPENDIX 3 – Grantee’s Indirect Cost Rate Information

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

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

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

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

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

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

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

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

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

Reporting of Matters Related to Grantee Integrity and Performance

1. General Reporting Requirement

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

2. Proceedings About Which Grantee Must Report

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

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

(ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on the Grantee's part; and

(iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. Reporting Procedures

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

4. Reporting Frequency

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

5. Definitions

For purposes of this award term and condition:

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

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

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

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

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

APPENDIX 5 – Specific Award Conditions
NONE.

APPENDIX 6 – Conflict of Interest Requirements

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

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

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

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

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

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

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

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

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

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

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

g. Any other relevant considerations.

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

APPENDIX 7 – Award Term and Condition Regarding Trafficking in Persons

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

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

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

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

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

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

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

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

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

A. Associated with performance under this award; or

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

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

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

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

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

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

c. Provisions applicable to any grantee.

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

d. Definitions. For purposes of this award term:

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

3. “Private entity”:

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

ii. Includes:

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

B. A for-profit organization.

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

Revision 12-21-2023

**Pima County Community College District - Learner Resource Center
UEI: H77GBPTJEPX3**

PIMA COUNTY PROJECT TITLE:

Pima County Collaborative One-Stop Center at Pima County Community College District

**2023 APPROPRIATIONS ACT
ECONOMIC DEVELOPMENT INITIATIVE - COMMUNITY PROJECT FUNDING**

PURPOSE

This proposal provides for the design and modification of space to accommodate the Pima County Collaborative One-Stop Center at Pima County Community College District (PCCCD), Downtown Campus, Learner Resource Center.

PROJECT NARRATIVE

Pima County is a large political subdivision of the State of Arizona, geographically the size of the State of New Hampshire and with 1.05 million residents. It includes the City of Tucson, City of South Tucson, the Town of Oro Valley, the Town of Marana, as well as two large federally recognized tribal communities the Tohono O'odham Nation and the Pascua Yaqui Tribe. Pima County shares the longest border (with Mexico) of any US county. It is anticipated that the trainees served by the Collaborative One-Stop and the Learner Resource Center will reflect the rich racial and ethnic diversity of the region and contribute to the long-term economic sustainability of these efforts. This project is important to Arizona. A prepared and ready workforce is essential to the economic vitality of southern Arizona as a region.

Since 1983, the Pima County One-Stop has aided and connected youth, adults, veterans, and dislocated workers with employment opportunities and services. Its goal has been to improve the economic and social stability of the region by developing skilled workers for well-paying jobs, assisting employers with recruitment, mitigating the impact of layoffs, supporting households in financial crisis, and assisting vulnerable homeless and low-literacy individuals to skill up and transition to the jobs.

Pima County Community College District (PCCCD) is a key partner in this endeavor, and this institution serves many of the same adult learners served by Pima County. The Learner Resource Center at PCCCD, Downtown Campus will provide a central location where students will complete the enrollment process and connect with college and community resources supporting the student's success. The Learner Resource Center will be hybrid in nature,

recognizing that many learners PCCCD serves prefer choices in the flexibility of virtual services, but also face-to-face supportive services when needed.

Through continued alignment with the state-wide Achieve 60 Arizona initiative and the College 2021-2025 Strategic Plan, PCCCD intends to increase postsecondary credentialing or degrees and improve outcomes for three minority race/ethnicity populations.

This project will support the achievement of these goals with wrap-around services for students which is a critical need. PCCCD intends to improve access to resources and develop a space that fosters a sense of inclusion and support that will foster greater student success.

PLAN

This project will resource the initial planning, design, and improvement of space on the PCCCD, Downtown Campus to accommodate the newly envisioned Pima County Collaborative One-Stop Center at PCCCD. This co-location of student-related services with adult learner support offers a new learner-centered model of spatial and programmatic integration that will benefit the residents of Pima County and contribute to the economic vitality of the region. This project aligns with the Pima County Workforce Investment Board Plan, Pima County Economic Development Plan, and it aligns with the Pima County Community College District's Strategic Initiative.

PCCCD will bid for outside infrastructure work, and because this is a federal government passthrough subaward, subject to the Davis-Bacon Act. Each contract will pay at least \$16.20 per hour, or the applicable wage rate listed in the latest Wage Determination Listing under Building Construction in Arizona. Positions may include electrician, drywall installers, painters, and general laborers.

The Build America, Buy America Act (BABAA), enacted as part of the Infrastructure Investment and Jobs Act November 15, 2021, focuses on maximizing the federal government's use of services, goods, products, and materials produced and offered in the U.S. BABAA requires that all steel, manufactured products, and construction materials used in federally funded projects for infrastructure must be produced in the United States. Each bid for outside infrastructure work will require that BABAA is applied to any cost estimate and language will be included in each contract to make sure the vendor adheres to the requirement. We have built in an additional 25% in costs above estimate to cover BABAA requirements in contracts that construction materials are mentioned.

It is unknown if there will be environmental impacts with this new infrastructure project until the detailed project description is finalized. PCC will work with Pima County's Responsible Entity (Pima County Community and Workforce Development Department) to determine the required level of review, solicit public comments (if required), and obtain the environmental clearance from HUD to begin construction work. If a review is needed for this project, the College is estimating about \$2,500 for the review.

PARTNERSHIPS

The Learner Resource Center envisioned by the College and Pima County will utilize existing providers and community-based organizations (CBO) in the community to support learners with the wrap-around services, supports and referrals needed to be successful. The design of the building will support the “drop in” use of private client meeting space and allocation for local providers to conduct instant and or meet with their clients. Supports include the College’s SNAP-CAN program and resource navigators. The College will oversee the coordination of the facility and services working with the College’s Foundation and the community to maximize access, direct connections, and warm referrals to existing resources. Additionally, the Learner Resource Center is designed to house a Clothing/Hygiene supply bank.

GOALS

A prepared and ready workforce is essential to the economic vitality of Southern Arizona as a region and this project will contribute to many learners PCCCD serves that prefer choices in the flexibility of virtual services, and at the same time, may still want face-to-face supportive services when needed. The following goals are what PCCCD will accomplish with this project:

1. Create a welcoming physical space for a Learner Resource Center featuring a satellite Pima One Stop location.
2. Coordinate internally and externally to assess learner needs.
3. Partner with community-based organizations and local providers to provide learners with access to existing local resources and supports.

OUTCOMES

This project aligns with the Pima County Workforce Investment Board Plan and Pima County Economic Development Plan. Specific outcomes will include:

1. Increase [Arizona@Work](#) Pima County clients enrolled in quality and expanded FastTrack, certificate, or degree programs.
2. Increase the number of PCCCD students enrolled in One-Stop services for which they qualify.
3. Increase in the number of clients/learners who enroll in and complete programs that lead to family-sustaining wages in priority sectors and jobs.

OUTPUTS & MEASUREMENT TOOLS

Output and measurements are specifically tied to the completion of tasks related to the project construction. A comprehensive timeline will be developed once the project is awarded, the inter-governmental agreement (IGA) is executed, and approval has been granted by the PCCCD Board of Governors. Goal dates are subject to change pending proposal approval.

Activity	Owner	Goal Dates
Submission to Pima County	Sponsored Programs	11/22/2023
Revision	Facilities; Sponsored Programs	12/21/2023
Pima County Submission to HUD	Pima County	TBA
Pima County signs agreement with HUD	Pima County	TBA
Subrecipient agreement to PCCCD Including timeline for Pima County reporting requirements	Pima County	TBA
PCCCD Submits Agreement to Board of Governors	Sponsored Programs	02/28/2024
Project Kick Off	Sponsored Programs with project staff	03/01/2024
Complete specification and construction drawings	Facilities Management	TBA
Release invitations for Bid	Facilities Management	TBA
Design Complete	Facilities Management	TBA
Award Contracts to Work	Facilities Management	TBA
Work Complete	Facilities Management	03/31/2025

BUDGET NARRATIVE

The College uses a federal negotiated indirect cost rate agreement, and the modified total direct cost (MTDC) is the base to which indirect costs are applied. The College's current rate is 42%. MTDC consists of all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward. MTDC costs shall exclude equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs, and the portion of each subaward more than \$25,000.

Fringe benefits are treated as direct costs and include FICA, All, SDI, Unemployment Compensation, Health/Dental/Group Life Insurance, and Retirement. College fringe benefit rates are as follows for 2024:

Administrator: 27%
Exempt Staff: 33%

PERSONNEL

The Downtown Campus Vice President will allocate five percent (5%) or 104 hours of their time to provide high level oversight and direction for the project.

The Academic Dean of Workforce Development & Lifelong Learning will dedicate five percent (5%) or 104 hours of their time and will serve as the Subject Matter Expert (SME) for this project. The Academic Dean will closely guide and collaborate with Pima County, College project staff, and partner agencies.

The Facilities Director will dedicate twenty percent (20%) or 416 hours of their time to provide high- level facilities oversight and direction for the project.

A Program Coordinator (band 5) will dedicate up to fifty- percent (50%) or 1040 hours and will be assigned the coordination role to work with the Downtown Campus, Facilities Department, Pima One-Stop, and any other partner agencies. Staff will support project execution, provide fiscal management, and complete required program reporting in collaboration with Facilities Management, Sponsored Programs - Awards, and Pima County.

A Facilities Project Manager will dedicate up to one hundred percent (100%) or 2080 hours of their time to this project. This position will assume the role managing this project while providing coordination and oversight from the facilities department.

Personnel Costs:	\$127,633
Fringe Costs:	<u>\$ 41,645</u>
Total Labor Costs:	\$169,278

*See budget cost details in the budget template.

CONSTRUCTION

The Facilities Department will assume a pivotal role in overseeing the requisite design services aimed at aligning with the program's expectations. PCCCD will receive bids from outside contractor(s) for infrastructure work and manage the project while it is in process. The project will be broken down between project deliverables and the scope of work. This oversight process will encompass thorough consultations with service end-users, ensuring a comprehensive understanding of their needs. This meticulous approach is integral to guaranteeing that the proposed design not only meets their needs but also optimally utilizes the allocated project funds. The PCCCD Facilities Department is estimating that outside *construction contracts* will cost approximately \$2,436,895. Please see the contract detail listing for a breakdown of the

work that will be completed. This part of the budget is not charged IDC because alterations and renovations are not allowable budget categories that can be charged to IDC based on the Modified Total Direct Cost definition in the NICRA Agreement.

Architectural Design Engineering & Rehabilitation

As mentioned earlier, the project will be broken down between project deliverables and the scope of work. This plan will include schematic design, development design, and a complete set of construction drawings for permitting. Construction administration service will also be provided to track change orders, schedule development timelines, etc. In addition to the design work for the space, there must be design work completed for energy measures, bringing the space up to current State and local government health safety standards, planning the exterior improvements, enhancing a covered entryway, and adding new exterior doors. Design cost estimate: \$667,651 and \$234,303 respectively.

Preparation

To break it down, the construction costs will include pre-development costs, permits, and inspection costs. This includes site preparation, permit fees, abatement testing, environmental review (if identified) material removals, and removal of information technology equipment and wiring to prepare for construction. Total cost estimate: \$231,575, \$63,140, and \$1,521 respectively.

Welcome Area

The budget will support the development of a welcome area, a threshold that transcends physical space to become the welcoming embrace of a project. This is more than an entrance; it is the first impression, a precursor to the experiences that await within. The dollars allocated here are the architects of a warm and inviting ambiance—a tangible expression of hospitality.

As part of the facility redesign, architectural enhancements will be implemented at the entrance of the center with clear and inviting signage. The overarching objective of these improvements is to create an inviting and reassuring atmosphere for visitors, instilling confidence in the services offered. A pivotal element of this upgrade involves the construction of a covered entryway, complemented by a state-of-the-art door system, and strategically positioned sidelights. This approach to the entrance design aims to not only enhance the aesthetic appeal but also foster a sense of welcome and assurance among those accessing the facility.

This endeavor has been allocated a budget that delineates the pathways of design and permitting oversight. With a dedicated budgetary allocation of \$360,279, the design becomes a measured balance of aesthetics and feasibility.

Conference Room

This project involves tenant improvements aimed at spatial expansion, specifically the creation of a versatile conference room that seamlessly accommodates computer workstations within the same area. The estimated cost of the *conference room* is budgeted at \$265,371. This strategic integration is designed to address the program's multifaceted requirements. The envisioned conference room not only caters to the end-users' need for a private meeting space but also ensures accessibility for visitors to avail themselves of computer services, thereby fostering a comprehensive and adaptive project solution. Pima County will be responsible for its own, separate network and communication technology resources.

Job Search Lab Space

In addition, the newly designed space will incorporate dedicated areas crafted to realize the vision of a resource hub for visitors. The conceptualization for these spaces extends beyond conventional functionality, aiming to establish a community-centric environment. Features include a food pantry and provisions for essential items, intended to cater to the diverse needs of individuals frequenting the center. This innovative approach underscores a commitment to holistic community support within the envisioned project. Budget is estimated to be \$346,130.

Private break-out office

Private breakout offices offer space for private confidential conversations in addition to being an area for focus and productivity. As the construction unfolds, these offices materialize as private meeting spaces, enabling a balance between collaborative spaces and individual workstations. It is a commitment to providing an environment that caters to diverse work styles. Estimated cost of \$266,923.

In this overall financial forecast transcends the realm of numbers to become a strategic narrative, a financial compass guiding the construction of not just physical spaces, but realms of collaboration, innovation, and functionality. It is a commitment to building not just structures, but environments that echo with the pulse of purpose and progress.

TOTAL BUDGET

Total direct costs:	\$2,622,181
MTDC allowable costs \$185,286 x 42%	<u>77,821</u>
Total Budget:	\$2,700,002

TOTAL BUDGET SUMMARY

Collaborative One-Stop at Pima Community College HUD Economic Development Initiative - Community Project Funding Budget Revision 12-21-2023		
Personnel	Sub Cost	Justification Detail (See narrative for details)
Campus Vice President (0.5% FTE)	\$ 7,903	The Campus VP is in charge of the Campus and will provide oversight of the campus, on-site activities
Academic Dean (0.5% FTE)	\$ 6,267	The Academic Dean will oversee the project from a partnership standpoint with Pima County
Facilities Director (.20% FTE)	\$ 20,313	The Facilities Director will oversee the Facilities Staff
Program Coordinator - Band 5 (.50% FTE)	\$ 26,250	The Program Coordinator will coordinate the construction business between academics and facilities
Project Manager, Facilities Band 5 - Midrange (100% FTE)	\$ 66,900	This person will manage the project life cycle.
Construction Staff	-	Electricians, Drywall Installers, Painters, Technical, Ceiling, and Installation Technicians will be hired by outside Contractor.
Total Personnel	\$ 127,633	
Fringe Benefits (2024)		
Administrator 27%	\$ 2,134	Benefit cost for Administrators
Exempt at 33%	\$ 39,511	Benefit cost for Exempt Staff
Total Fringe	\$ 41,645	
Travel		
Not Applicable	\$ -	
Equipment (\$5,000 and over)		
Not Applicable	\$ -	Contractor will use their own equipment.
Supplies/Materials		
Office Partitions, privacy for cubicles, reception spaces	\$ 16,008	If needed, 5 partitions, plus assembly & installation
Total Supplies/Materials:	\$ 16,008	
Contractual -Construction		
Summary, Contractual	\$ 2,436,895	See Contract Detail Listing Tab; Capitalized; no IDC
Total Direct Costs	\$ 2,622,181	
MTDC Costs \$185,286 x 42%	\$ 77,821	
Grand Total:	\$ 2,700,002	

CONTRACTS DETAIL

Contracts:	Type of Contract	Amount	Description
Rehabilitation	Architectural Services	667,651	Planning for exterior improvements, Enhanced covered entryway and new exterior doors.
Architectural Design Engineering	Architectural Services	234,303	The cost us supported effort provided to complete programming, schematic design, development design and a complete set of construction drawings for permitting. Construction administration service will also be provided to track change orders, schedule development
Welcome area , New walls, Ceiling reconstruction & Flooring	Construction Contractor	360,279	This area will see significant improvement in redevelopment. New seating area, greeting station, entryway and flooring
Job search lab: New walls, Ceiling reconstruction, flooring and fire protection system	Construction Contractor	346,130	This space in a combination conference room with internet access landing area for use by visitors. The vision is to have 3-4 landing areas in this space. The conference room will be improved by increasing the size and orientation of the audio and visual equipment
Private break-out office	Construction Contractor	266,923	Improvements are need to meet the goals of the program, sound control improvement
Conference Room Description	Construction Contractor	265,371	Conference room, New room construction, Audio and Visual location added to the space. Improve entryway, landscape enhancement
Arizona State Cabling and Communication Systems Contract #CTR062451	Demolition Contractor	1,521	IT Demolition; cabling; other
Facilities Demolition, removal of walls, flooring and ceiling system	Demolition, Landscaping Contractor	63,140	Removal of flooring, ceiling grid system and fire sprinkler system, lighting, door removal and exterior wall metal paneling removed.
Site Preparation	Demolition, Landscaping Contractor	231,575	Improvements are need to meet the goals of the program, sound control improvement; permits required by State Fire Marshals Office, Abatement Testing, environmental review
Total Contracts		2,436,895	

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