



**BOARD OF SUPERVISORS AGENDA ITEM REPORT (BOSAIR)**

\*All fields are required. Enter N/A if not applicable. For number fields, enter 0 if not applicable.\*

Record Number:

Amplifund Grant Record Number: 89631

Award Type: Grant

BOSAIR Activity: Board Meeting Request

Requested Board Meeting Date: 06/09/2026

Supplier / Customer / Grantor / Subrecipient: City of Tucson

Project Title / Description: INTERGOVERNMENTAL COOPERATIVE AGREEMENT BETWEEN PIMA COUNTY AND CITY OF TUCSON FOR THE TUCSON PIMA COUNTY HOME CONSORTIUM FOR THE FEDERAL FISCAL YEARS 2026, 2027 AND 2028

Purpose: The HOME Investment Partnerships Program ("HOME Program") makes federal funds available to state and local governments for the acquisition, rehabilitation and new construction of affordable housing and tenant-based rental assistance. Pima County participates in the HOME program through a consortium agreement with the City of Tucson, which also serves as a supplier contract for the County to pay for its share of the HOME Program planning costs. The Board approved an amendment to this agreement in June 2025, extending it through June of 2028. The purpose of this agenda item is to approve the County's share of additional funding that was subsequently awarded to the Tucson-Pima Consortium in September 2025. Pima County will continue through this consortium to support increasing the supply of housing. The total funding to the consortium from this award is \$3,113,944.24, which will be divided between City of Tucson and Pima County based on a statutory formula. Pima County will receive a total of \$871,904 to allocate towards rental housing development, down payment assistance, owner occupied rehabilitation, and program operation costs. The remaining \$2,242,040.24 will be used by the City of Tucson to support rental housing development, tenant based rental assistance, down payment assistance, and other programs.

Procurement Method: IGAs: This IGA is a non Procurement contract and not subject to Procurement rules.

Procurement Method Additional Info: The IGA was approved and signed by the Board of Supervisors on June 3, 2025. The IGA is effective July1, 2025-July 1, 2028.

Program Goals/Predicted Outcomes: The Consortium members agree to cooperate in undertaking, or to assist in undertaking housing assistance activities for the HOME Program.

**Public Benefit and Impact:**

County will achieve a greater allocation of HOME Program funds by forming a consortium with City.

**Strategic Plan Pillar**

- Quality of Life

**Support of Prosperity Initiative:**

- 1. Increase Housing Mobility and Opportunity
- 2. Improve Quality of Life and Opportunity in High Poverty Areas
- 3. Improve Housing Stability

**Provide information that explains how this activity supports the selected Prosperity Initiatives**

Increase the supply of housing by prioritizing practices and investments that focus on families with children and result in diverse housing types and prices in neighborhoods, ensuring affordable housing options are available throughout Pima County, especially in low poverty areas. Improve quality of life and opportunity in high poverty neighborhoods by investing in both physical and social infrastructure in ways that intentionally strive to 1) center the priorities of residents, 2) improve access to resources; 3) prevent the displacement of vulnerable residents, 4) reduce exposure to violence and 5) build community wealth in these high poverty neighborhoods. Improve housing stability among low-income renters and homeowners by preventing evictions and foreclosures, increasing homeownership, developing more affordable housing, and reducing home energy and weatherization costs, especially for those in high poverty areas.

**Metrics Available to Measure Performance:**

The County will undertake essential community development and housing assistance activities in its unincorporated areas which HUD has determined to have sufficient persons of low and moderate income that reside in County.

**Retroactive:**

YES

**Retroactive Description:**

Retroactive to July 1, 2025. The U.S. Department of Housing and Urban Development sent the Consortium allocation award letter on September 19, 2025. The City of Tucson-Pima County Consortium was required to adopt an IGA before the funds could be awarded, with both parties committing to invest in a Consolidated Plan and studies prior to the award, and agreement for the anticipated grant funds to be distributed between City of Tucson and Pima County for projects completed during the extended term. Since the IGA term extension has already been approved by the Board of Supervisors on June 3, 2025, as a zero-dollar supplier contract (SC2500000161), CWD only recently determined, in consultation with GMI, that additional Board authorization was needed to accept the current-year grant funds. If not approved, eligible participants will not receive down payment assistance and developers of affordable housing will not receive gap funding from the HOME Investment Partnership Program.

**Grant / Amendment Information (for grants acceptance and awards)**

Record Number:

Euna Grant Record Number: 89631

**Type:** Award

**Department Code:** CWD

**Euna Grant Record Number:** 89631

Amendment Number: N/A  
 Commencement Date: 07/01/2025  
 Termination Date: 06/30/2026  
 Advantage Initial GTAW# (If Applicable): N/A

Total Revenue Amount:  
 \$871,904.00  
 Total Match Amount  
 \$0.00

Advantage Grant ID # (If Applicable): N/A

All Funding Source(s) required: City of Tucson as a subrecipient through from the U.S. Housing and Urban Development Department - Grant is a cost reimbursement.

Does PCAO need to review the grant award (or grant amendment)?	NO
Does PCAO need to sign the grant award (or grant amendment)?	NO
Match funding from General Fund?	NO
Match funding from other sources?	NO
Are Federal Funds Involved?	YES

If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)? City of Tucson, Housing and Community Development Department

CFDA# 14.239  
 FAIN# M25DC040229  
 Department: Community and Workforce Development  
 Name: Sofia Blue  
 Telephone: 5207247312

GMI Director: Dorothee Harmon Digitally signed by Dorothee Harmon  
 DN: cn=Dorothee Harmon, o=Pima County,  
 ou=Grants Management & Innovation Department,  
 email=dorothee.harmon@pima.gov, c=US  
 Date: 2026.05.20 17:07:43 -0700 *for Ken Walker* Date: \_\_\_\_\_

Department Director Signature: DP/Jan Date: 5.20.20

Deputy County Administrator Signature: [Signature] Date: 5/22/2020

County Administrator Signature: [Signature] Date: 5/25/20

# PY 2025 HOME

COVERS JULY 1, 2025 - JUNE 30, 2026

Grant Budget  
\$3,113,944.24

PI/HP/PA Budget

Total Budget  
\$3,113,944.24

PROJECT	BUDGET	ALLOCATED	UNALLOCATED Available to Commit
Rental Housing Development	\$1,591,910.00	\$1,591,910.00	\$0.00
Tenant Based Rental Assistance	\$180,038.22	\$180,038.22	\$0.00
Down Payment Assistance	\$501,491.96	\$501,491.96	\$0.00
Owner Occupied Rehab	\$62,018.00	\$62,018.00	\$0.00
Homeownership Development	\$0.00	\$0.00	\$0.00
CHDO Set Aside	\$467,091.64	\$467,091.64	\$0.00
Planning/Admin	\$311,394.42	\$311,394.42	\$0.00
<b>TOTAL</b>	<b>\$3,113,944.24</b>	<b>\$3,113,944</b>	<b>\$0</b>

City \$2,242,040.24 72%  
County \$871,904.00 28%

\$501,491.96 DPA funds available (total)  
\$1,591,910.00 Rental Development Funds available (total)

CONSORTIUM DETAIL: CITY			
Rental Housing Development	\$1,140,417.75	\$1,140,417.75	\$0.00
Tenant Based Rental Assistance	\$180,038.22	\$180,038.22	\$0.00
Down Payment Assistance	\$361,074.21	\$361,074.21	\$0.00
CHDO Set Aside	\$336,306.04	\$336,306.04	\$0.00
Planning/Admin	\$224,204.02	\$224,204.02	\$0.00
<b>TOTAL</b>	<b>\$2,242,040.24</b>	<b>\$2,242,040</b>	<b>\$0</b>

Rental housing = 57%  
Home owner housing = 33%

\$2,059,001.64 Rental dev + CHDO

CONSORTIUM DETAIL: COUNTY			
Rental Housing Development	\$451,492.25	\$451,492.25	\$0.00
Tenant Based Rental Assistance	\$0.00	\$0.00	\$0.00
Down Payment Assistance	\$140,417.75	\$140,417.75	\$0.00
Owner Occupied Rehab	\$62,018.00	\$62,018.00	\$0.00
Homeownership Development	\$0.00	\$0.00	\$0.00
CHDO Set Aside	\$130,785.60	\$130,785.60	\$0.00
Planning/Admin	\$87,190.40	\$87,190.40	\$0.00
<b>TOTAL</b>	<b>\$871,904.00</b>	<b>\$871,904</b>	<b>\$0</b>

CONSORTIUM DETAIL: RECAPTURED HOMEBUYER/PROGRAM INCOME (ADMINISTERED BY CITY)			
Rental Housing Development	\$0.00	\$0.00	\$0.00
Tenant Based Rental Assistance	\$0.00	\$0.00	\$0.00
Down Payment Assistance	\$0.00	\$0.00	\$0.00
Owner Occupied Rehab	\$0.00	\$0.00	\$0.00
Homeownership Development	\$0.00	\$0.00	\$0.00
CHDO Set Aside	\$0.00	\$0.00	\$0.00
Planning/Admin	\$0.00	\$0.00	\$0.00
<b>TOTAL</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

## PROJECT ROSTER

AAP PROJECT	ACTIVITY #	ORGANIZATION	ACTIVITY	PROJECT PERIOD	ALLOCATED AMOUNT	New Account Strings PY25 / FY26
Down Payment Assistance (Tucson)	5329	City of Tucson - PCD	City/County Down Payment Assistance Program	07/01/2025 - 06/30/2026	\$361,074.21	
Tenant Based Rental Assistance (Tucson)	5328	City of Tucson - PCD	PHA Security Deposit Assistance Program	07/01/2025 - 06/30/2026	\$180,038.22	GR001635
Down Payment Assistance (Pima)	5330	Pima County - CWD	City/County Down Payment Assistance Program	07/01/2025 - 06/30/2026	\$140,417.75	
Planning/Admin (Tucson)	5349	City of Tucson - HCD	City Home Admin	07/01/2025 - 06/30/2026	\$224,204.02	GR001634
Planning/Admin (Pima)	5350	Pima County - CWD	County HOME Admin	07/01/2025 - 06/30/2026	\$87,190.40	GR001633
Owner Occupied Rehab (Pima)	5292	Pima County - CWD	Pima Co HOME rehab - Calle Dos	07/01/2025 - 06/30/2026	\$17,982.00	
Owner Occupied Rehab (Pima)		Pima County - CWD	Pima Co OO Rehab	07/01/2025 - 06/30/2026	\$44,036.00	
Rental Housing Development (Tucson)		TBD Developer	Gap funding		\$1,140,417.75	
Rental Housing Development (Pima)		TBD Developer	Gap funding		\$451,492.25	
CHDO Set Aside (Tucson)		TBD CHDO	HO Development		\$336,306.04	

**U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
OFFICE OF COMMUNITY PLANNING AND DEVELOPMENT  
FEDERAL AWARD AGREEMENT**

**A. General Federal Award Information**

1. Recipient name (must match Unique Entity Identifier name) and address: Tucson 255 W ALAMEDA ST TUCSON, AZ 85701-1303	12. Assistance listing number and title: 14.239, HOME Investment Partnerships Program
2. Recipient's Unique Entity Identifier: X487LACQEQN6	13. Amount of federal funds obligated by this action: \$3,113,944.24
3. Tax identification number: 866000266	14. Total amount of federal funds obligated: \$3,113,944.24
4. Federal Award Identification Number (FAIN): M25DC040229	15. Total approved cost sharing (if applicable): See Addendum 2
5. Instrument type: Grant <input checked="" type="checkbox"/> Cooperative agreement <input type="checkbox"/> Loan Guarantee <input type="checkbox"/>	16. Total federal award amount, including approved cost sharing: \$3,113,944.24
6. Period of performance start and end date: <b>9/19/2025</b> - 09/30/2034	17. Budget approved by HUD: <b>9/19/2025</b>
7. Budget period start and end date: FY 2025 through FY 2033	18. Fiscal year: See Addendum 2
8. Initial Agreement <input checked="" type="checkbox"/> Amendment <input type="checkbox"/> #	19. Statutory authority: 42 U.S.C. 12701 et seq
9. Indirect cost rate (per § 200.414): Recipients must complete Addendum 3: Indirect Cost Rate Schedule	20. Applicable appropriations act(s): Public Law 118-158, Public Law 119-4
10. Is this award for research and development (per 2 C.F.R. § 200.1)? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	21. Notice/notice of funding opportunity this award is made under (if applicable): N/A
11. Awarding official name and contact information: <b>Leticia Johnson CPD Director</b>	22. Program regulations (if applicable): 24 C.F.R. Part 92
23. Federal award description: Under the HOME Investment Partnerships Program, HUD allocates funds by formula among eligible State and local governments to strengthen public-private partnerships and to expand the supply of decent, safe, sanitary, and affordable housing, with primary attention to rental housing, for very low-income and low-income families.  <ul style="list-style-type: none"> <li>• Addendum 1. Policy Requirements</li> <li>• Addendum 2. Program-Specific Requirements</li> <li>• Addendum 3. Indirect Cost Rate Schedule</li> </ul>	

*Authority and Agreement.* This agreement between the U.S. Department of Housing and Urban Development (HUD) and the Recipient is made pursuant to the statutory authority above (box 19) and is subject to the applicable appropriations act(s) (box 20). This agreement incorporates by reference the HOME Investment Partnerships program statute 42 U.S.C. 12701 et seq., the program regulations at 24 C.F.R. § 92 (as now in effect and as may be amended from time to time), Recipient's consolidated plan/action plan, the relevant funding notice (box 21), any attached Specific Terms and Conditions, and the attached addenda (box 23).

## U.S. Department of Housing and Urban Development — Federal Award Agreement

**B. Terms and Conditions**

1. *General terms and requirements.* The Recipient must comply with all applicable federal laws, regulations, and requirements unless otherwise provided through HUD's formal waiver authorities. This agreement, including any attachments and addenda, may only be amended in writing executed by parties to this agreement and any addenda.
2. *Administrative requirements.* The Recipient must comply with the following requirement(s) if checked below:
  - The administrative requirements in the HUD General Administrative, National, and Departmental Policy Requirements and Terms for HUD's Financial Assistance Programs 2025, as indicated in the relevant NOFO, apply to this agreement.
  - The grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Unique Entity Identifier (UEI); the System for Award Management (SAM.gov.); the Federal Funding Accountability and Transparency Act as provided in 2 C.F.R. part 25, Universal Identifier and General Contractor Registration; and 2 C.F.R. part 170, Reporting Subaward and Executive Compensation Information.
3. *Applicability of 2 C.F.R. part 200.*
  - The Recipient must comply with the applicable requirements at 2 C.F.R. part 200, as may be amended from time to time. If any previous or future amendments to 2 C.F.R. part 200 replace or renumber any part 200 section cited in HUD's regulations in Title 24 of the Code of Federal Regulations, the amended part 200 requirements will govern award activities carried out after the amendments' effective date.
  - The Recipient must comply with the applicable requirements at 2 C.F.R. part 200. If any previous amendments to 2 C.F.R. part 200 replace or renumber any part 200 section cited in HUD's regulations in Title 24 of the Code of Federal Regulations, the amended part 200 requirements will govern award activities carried out after the amendments' effective date.
4. *Future budget periods.* If the period of performance spans multiple budget periods, subsequent budget periods are subject to the availability of funds, program authority, satisfactory performance, and compliance with the terms and conditions of the Federal award.
5. *Indirect Cost Rate.* If the Recipient intends to use a negotiated or de minimis rate for indirect costs, the Recipient must submit an Indirect Cost Rate form to HUD, either with its application using HUD-426 (competitive grants) or with this agreement using "Addendum #3 "Indirect Cost Rate Schedule" (formula and congressional grants). The submitted form/addendum will be incorporated into and made part of this agreement, provided that the rate information is consistent with the applicable requirements under 2 C.F.R. § 200.414. If there is any change in the Recipient's indirect cost rate, it must immediately notify HUD and execute an amendment to this agreement to reflect the change if necessary.
6. *Recipient integrity and performance matters.* If the Federal share of this award is more than \$500,000 over the period of performance (box 6), the terms and conditions in 2 C.F.R. part 200 Appendix XII apply to this agreement.
7. *Recordkeeping and Access to Records.* The Recipient hereby agrees to maintain complete and accurate books of account for this award and award activities in such a manner as to permit the preparation of statements and reports in accordance with HUD requirements, and to permit timely and effective audit. The Recipient agrees to furnish HUD such financial and project reports, records, statements, subrecipient data, and documents at such times, in such form, and accompanied by such reporting data as required by HUD. HUD and its duly authorized representative shall have full and free access to all Recipient offices and facilities, and to all books, documents, and records of the Recipient relevant to the administration, receipt, and use of this award and award activities, including the right to audit and make copies. The Recipient agrees to maintain records that identify the source and application of funds, including relevant subrecipient data, in such a manner as to allow HUD to determine that all funds are and have been expended in accordance with program requirements and in a manner consistent with applicable law.

## U.S. Department of Housing and Urban Development — Federal Award Agreement

Further, the Recipient hereby acknowledges that HUD is in the process of implementing new grants management and reporting tools, which will be made available for the Recipient’s use in the future. The Recipient agrees to report on grant performance and financial activities (including vendor and cash disbursement supporting details for the Recipient and its subrecipients) using these new tools when they are released. HUD will work with the Recipient to support the Recipient’s transition to this new reporting environment. Once implemented, timely reporting in this new environment will be mandatory. HUD reserves the right to exercise all of its available rights and remedies for any noncompliance with these grants management and financial reporting requirements, to include, without limitation, requiring 100% review, suspension of disbursements, and all other legally available remedies, to the furthest extent permitted by law, as amended.

8. *Noncompliance.* If the Recipient fails to comply with the provisions of this agreement, HUD may take one or more of the actions provided in program statutes, regulations or 2 C.F.R. § 200.339, as applicable. Nothing in this agreement shall limit any remedies otherwise available to HUD in the case of noncompliance by the Recipient. No delay or omissions by HUD in exercising any right or remedy available to it under this agreement shall impair any such right or remedy or constitute a waiver of or acquiescence in any Recipient noncompliance.
9. *Termination provisions.* Unless superseded by program statutes, regulations or NOFOs, the termination provisions in 2 C.F.R. § 200.340 apply.
10. *Build America, Buy America.* The Recipient must comply with the requirements of the Build America, Buy America (BABA) Act, 41 U.S.C. § 8301 note, and all applicable rules and notices, as may be amended, if applicable. Pursuant to HUD’s Notice, “Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance” (88 Fed. Reg. 17001), BABA requirements apply to any infrastructure projects HUD has obligated funds for after the effective dates, unless excepted by a waiver.
11. *Waste, Fraud, Abuse, and Whistleblower Protections.* Any person who becomes aware of the existence or apparent existence of fraud, waste, or abuse of any HUD award must report such incidents to both the HUD official responsible for the award and to HUD’s Office of Inspector General (OIG). Allegations of fraud, waste, and abuse related to HUD programs can be reported to the HUD OIG hotline via phone at 1-800-347-3735 or online hotline form. The Recipient must comply with 41 U.S.C. § 4712, which includes informing employees in writing of their rights and remedies, in the predominant native language of the workforce. Under 41 U.S.C. § 4712, employees of a government contractor, subcontractor, recipient, and subrecipient—as well as a personal services contractor—who make a protected disclosure about a Federal award or contract cannot be discharged, demoted, or otherwise discriminated against if they reasonably believe the information they disclose is evidence of (1) gross mismanagement of a Federal contract or award; (2) waste of Federal funds; (3) abuse of authority relating to a Federal contract or award; (4) substantial and specific danger to public health and safety; or (5) violations of law, rule, or regulation related to a Federal contract or award.
12. *Third-Party Claims.* Nothing in this agreement shall be construed as creating or justifying any claim against the federal government or the Recipient by any third party.
13. *Rule of Construction and No Construction Against Drafter.* Notwithstanding anything contained in this agreement, the terms and conditions hereof are to be construed to have full and expansive effect in both interpretation and application, and the parties agree that the principle of interpretation that holds that ambiguities in terms or conditions are construed against the drafter shall not apply in interpreting this agreement.

### C. Federal Award Performance Goals

The Recipient must meet any applicable performance goals, indicators, targets, and baseline data as required by applicable program requirements.

### D. Specific Terms and Conditions

Not applicable  Attached

U.S. Department of Housing and Urban Development — Federal Award Agreement

For the U.S. Department of HUD (name and title of authorized official) <b>Leticia Johnson      CPD Director</b>	Signature <small>DocuSigned by:</small> <i>Leticia Johnson</i> <small>23FE93AAD0B941C...</small>	Date <b>9/19/2025</b>
For the Recipient (name and title of authorized official) <u>Timothy Thomure, City Manager</u>	Signature 	Date <i>9/15/2025</i>

U.S. Department of Housing and Urban Development — Federal Award Agreement

**ADDENDUM 1. POLICY REQUIREMENTS**

If applicable:

1. ~~The Recipient shall not use grant funds to promote “gender ideology,” as defined in Executive Order (E.O.) 14168, Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government;~~
2. ~~The Recipient agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the U.S. Government’s payment decisions for purposes of section 3729(b)(4) of title 31, United States Code;~~
3. ~~The Recipient certifies that it does not operate any programs that violate any applicable Federal anti-discrimination laws, including Title VI of the Civil Rights Act of 1964;~~
4. ~~The Recipient shall not use any grant funds to fund or promote elective abortions, as required by E.O. 14182, Enforcing the Hyde Amendment; and that,~~
5. Notwithstanding anything in the NOFO or Application, this Grant shall not be governed by Executive Orders revoked by E.O. 14154, including E.O. 14008, or NOFO requirements implementing Executive Orders that have been revoked.
6. ~~The Recipient must administer its grant in accordance with all applicable immigration restrictions and requirements, including the eligibility and verification requirements that apply under title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, as amended (8 U.S.C. 1601-1646) (PRWORA) and any applicable requirements that HUD, the Attorney General, or the U.S. Citizenship and Immigration Services may establish from time to time to comply with PRWORA, Executive Order 14218, or other Executive Orders or immigration laws.~~
7. ~~No state or unit of general local government that receives funding under this grant may use that funding in a manner that by design or effect facilitates the subsidization or promotion of illegal immigration or shields illegal aliens from deportation, including by maintaining policies or practices that materially impede enforcement of federal immigration statutes and regulations.~~
8. ~~The Recipient must use SAVE, or an equivalent verification system approved by the Federal government, to prevent any Federal public benefit from being provided to an ineligible alien who entered the United States illegally or is otherwise unlawfully present in the United States.~~
9. Faith-based organizations may be subrecipients for funds on the same basis as any other organization. Recipients may not, in the selection of subrecipients, discriminate against an organization based on the organization’s religious character, affiliation, or exercise.

## U.S. Department of Housing and Urban Development — Federal Award Agreement

**ADDENDUM 2. PROGRAM-SPECIFIC REQUIREMENTS****Assistance Listing 14.239, HOME Investment Partnerships Program**

1. For the purposes of this Agreement and any applicable addenda, the term “recipient” shall have the meaning of “grantee”, “participating jurisdiction” as defined in 24 C.F.R. 92.2., or “insular area” as defined in 24 C.F.R. 92.2.
2. *Community Housing Development Organizations (CHDOs)*. When 42 U.S.C. 12771(b) is suspended by a given year’s appropriations, the Secretary shall not deduct funds set aside for CHDOs from the Recipient’s HOME Investment Trust Fund for failure to reserve those funds for projects owned, developed, or sponsored by CHDOs within 24 months after the last day of the month in which HUD notifies the Recipient of HUD's execution of this Agreement.
3. *Commitment*. When 42 U.S.C. 12749(g) is suspended by a given year’s appropriations, the Recipient’s ability to commit funds provided through this Agreement will not expire 24 months after the last day of the month in which such funds are deposited in the jurisdiction's HOME Investment Trust Fund.
4. *Deobligations*. To the extent authorized by HUD regulations at 24 C.F.R. Part 92, HUD may, by its execution of an amendment to this Agreement, deobligate funds previously awarded to the Recipient without the Recipient’s execution of the amendment or other consent.
5. *State Environmental Review*. If a Recipient is a State, as defined in 24 C.F.R. 92.2, and the Recipient provides HOME funds to a "State recipient", as that term is defined in 24 CFR 92.2, then the Recipient must require that the "State recipient" shall assume responsibility for the environmental review in accordance with 24 CFR 92.352 in the written agreement entered into pursuant to 24 CFR 92.504. Notwithstanding the foregoing, as per 24 CFR 92.504(c)(1)(vi), the "State recipient" shall not assume the Recipient's responsibilities for release of funds under 24 CFR 92.352.
6. *Reallocations*. All funds for the specified Fiscal Year provided by HUD by formula reallocation are covered by this Agreement upon execution of an amendment by HUD, without the Recipient’s execution of the amendment or other consent.
7. *Repayments*. The Recipient agrees that funds invested in affordable housing under 24 C.F.R. Part 92 are repayable when the housing no longer qualifies as affordable housing. Repayment shall be made as specified in 24 C.F.R. Part 92.
8. *Cost Sharing*. This award is subject to match provisions in 24 C.F.R. 92.64(a)(1) and 24 C.F.R. 92.218-222, as applicable. The amount of match that a recipient may be required to provide in a year is not based upon the amount of the recipient’s award. Under 24 C.F.R. 92.218, the amount of match that a recipient may be required to provide is determined by the type of eligible costs incurred by the recipient and the amount of funds drawn from the HOME Investment Trust Fund Treasury Account in that year. Since these factors are fact-sensitive, the amount of match is not included in either **Box 15** or **Box 16** of this Agreement.

U.S. Department of Housing and Urban Development — Federal Award Agreement

9. *Funding Information:*

Source of Funds	Appropriation Code	PAS Code	Amount
2022	86 2/5 0205	HMF (L)	\$41,480.56
2025	86 5/8 0205	HMF (P)	\$3,072,463.68

U.S. Department of Housing and Urban Development — Federal Award Agreement

**ADDENDUM 3. INDIRECT COST RATE SCHEDULE**

As the duly authorized representative of the Recipient, I certify that the Recipient:

- Will not use an indirect cost rate to calculate and charge indirect costs under the grant.
- Will calculate and charge indirect costs under the grant by applying a *de minimis* rate as provided by 2 C.F.R. § 200.414(f), as may be amended from time to time.
- Will calculate and charge indirect costs under the grant using the indirect cost rate(s) listed below, and each rate listed is included in an indirect cost rate proposal developed in accordance with the applicable appendix to 2 C.F.R. part 200 and, *if required*, was approved by the cognizant agency for indirect costs.

Agency/department/major function	Indirect cost rate	Type of Direct Cost Base
	%	
	%	
	%	

**Instructions for the Recipient:**

The Recipient must mark the one (and only one) checkbox above that best reflects how the Recipient’s indirect costs will be calculated and charged under the grant. Do not include indirect cost rate information for subrecipients.

The table following the third box must be completed only if that box is checked. When listing a rate in the table, enter both the percentage amount (e.g., 10%) and the type of direct cost base to be used. For example, if the direct cost base used for calculating indirect costs is Modified Total Direct Costs, then enter “MTDC” in the “Type of Direct Cost Base” column.

If using the Simplified Allocation Method for indirect costs, enter the applicable indirect cost rate and type of direct cost base in the first row of the table.

If using 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.

If the Recipient is a government and more than one agency or department will carry out activities under the grant, enter each agency or department that will carry out activities under the grant, the indirect cost rate(s) for that agency or department, and the type of direct cost base to which each rate will be applied.

To learn more about the indirect cost requirements, see 2 C.F.R. part 200, subpart E and Appendix VII to Part 200 (for state and local governments).