

**Emergency Capital
Repair Program Grants**

**U.S. Department of Housing
and Urban Development**
Office of Housing
Federal Housing Commissioner

OMB Control No. 2502-0542
(exp. Xx/xx/xxxx)

Grant Agreement

Public reporting burden for this collection of information is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

This collection of information is required for HUD's Emergency Capital Repair Program Grants. This program is authorized under Section 202(b) of the Housing Act of 1959 (12 U.S.C. 1701q-2) and the Consolidated Appropriations Act of 2004 (Pub. L. 108-199). The information is necessary to assist HUD in determining applicant eligibility and evaluating the request for repairs. A thorough evaluation of an applicant's qualifications and capabilities is critical to protect the Government's financial interest and to mitigate any possibility of fraud, waste, or mismanagement of public funds. This collection of information does not collect any sensitive information. HUD does not ensure confidentiality.

EMERGENCY CAPITAL REPAIRS PROGRAM GRANT AGREEMENT

Grant Number: _____ Grant Amount: _____

Project Name: _____

Project Address: _____

Project Number: _____ Section 8/PRAC Number: _____

Number or Units: _____

Effective Dates: _____ to _____

LOCCS Program Area: ALCP PAS Program Code: ECR

LOCCS 3 Digit Program Identifier: 115

Owner: _____

This Grant Agreement between the Secretary of Housing and Urban Development (HUD) and _____ (Grantee), whose 9-Digit Tax I.D. number is _____, is made pursuant to the Notice providing funding published in the Federal Register on _____.

The assistance, which is the subject of this Grant Agreement, is authorized by section 202b of the Housing Act of 1959, as amended (P.L. 106-74, approved Oct. 20,

1999, and the Consolidated Appropriations Act, 2005 (Public Law 108-447, approved December 8, 2004) and the Transportation, Treasury, Housing and Urban Development, the Judiciary, the District of Columbia, and Independent Agencies Appropriations Act, 2006 (Public Law 109-115, approved November 30, 2005). The term “grant” or “grant funds” means the assistance provided under this Grant Agreement. The term “Application” means the application submission on the basis of which this grant was approved by HUD, including the certifications and assurances and any information or documentation required to meet the grant award conditions. The Application is incorporated herein as part of this Agreement; however, in the event of a conflict between any part of the Application and any part of this Agreement, the latter shall control. HUD agrees, subject to the terms and conditions of this Agreement, to provide grant funds in the amount specified for the approved project described in the Application.

HUD’s maximum funds awarded for this project is \$_____ to enable the Grantee to make emergency capital repairs which present an immediate threat to the health, safety, and quality of life of the tenants. Funds will be obligated and made available upon execution of the Grant Agreement. As with all programs, these funds are subject to the availability of appropriations.

ARTICLE I. HUD REQUIREMENTS

A. The grant funds will only be used for activities described in the Application, as approved by HUD. Eligible costs will include the repair or replacement of systems, but not limited to (1) major building and structural components that are in critical condition, and, (2) repairs or replacements to mechanical equipment to the extent they are necessary for health and safety reasons.

B. Grantees are required to expend grant funds according to the approved budget and timetable unless HUD approves a change.

C. The accounting systems of all grantees must ensure that grant funds are not commingled with any other funds. Where a grantee's accounting system cannot comply with this requirement, it is required that the grantee establish an auditable system to provide adequate accountability for the funds that are awarded.

D. The grantee has the responsibility to assure that there is no duplication of federal funds.

E. The Grantee must provide a Rental Use Agreement, which will be recorded, covering the project and requiring that the project serve low-income or very low-income elderly persons if the mortgage has less than 10 years to run.

F. The emergency capital repairs funded under this agreement must pose a threat to the immediate health and safety needs that have an impact upon the quality of life of the tenants if the repairs are not made.

ARTICLE II. APPLICABLE EQUAL OPPORTUNITY REQUIREMENTS

A. The requirements of the Fair Housing Act (42 U.S.C. 3601-20) and implementing regulations at 24 CFR part 100; Executive Order 11063 (Equal Opportunity in Housing) and implementing regulations at 24 CFR part 107.

B. The requirements of title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) (Nondiscrimination in Federally Assisted Programs) and implementing regulations issued at 24 CFR part 1.

C. The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) and implementing regulations at 24

CFR part 146, and the prohibitions against discrimination against persons with disabilities under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR part 8.

D. The requirements of 24 CFR 5.105(a) regarding equal opportunity as well as the requirements of Executive Order 11246 (Equal Employment Opportunity) and the implementing regulations issued at 41 CFR Chapter 60.

E. For those grants funding construction covered by 24 CFR part 135, the requirements of section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) which require that economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, be given to low- and very low-income persons and to businesses that provide economic opportunities for these persons.

F. The requirements of Executive Orders 11625 and 12432 (concerning Minority Business Enterprise) and 12138 (concerning Women's Business Enterprise). Consistent with HUD's responsibilities under these orders, the grantee must make efforts to encourage the use of minority and women's business enterprises in connection with the grant funded activities.

G. Grantee where applicable shall maintain records of its efforts to comply with requirements cited in paragraphs E and F.

ARTICLE III. OTHER HUD REQUIREMENTS

A. Administrative Requirements of OMB Circular A-133, "Audits of States, Local Governments and Non-Profit Organizations."

- B. Administrative requirements of 24 CFR part 84, including the procurement requirements of 24 CFR 84.44, and the requirements of OMB Circular A-122 regarding Cost Principles for Non-Profit Institutions.
- C. The regulations at 24 CFR part 87, relating to lobbying, including the requirement that the Grantee obtain certifications and disclosures from all covered persons.
- D. Restrictions on participation by ineligible, debarred or suspended persons or entities as described in Executive Order 12549 and 24 CFR 5.105(c).
- E. The Grantee will comply with all accessibility requirements under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR part 8, where applicable.
- F. Compliance with the Davis-Bacon requirements and the Contract Work Hours and Safety Standards Act as applied to this program.

ARTICLE IV. CONDITIONS PRECEDENT TO DRAWDOWN

- A. The Grantee has received and approved any certifications and disclosures required by 24 CFR 87.100 concerning lobbying and by 24 CFR 24.510(b) regarding ineligibility, suspension and debarment.
- B. Compliance with any and all conditions precedent to the receipt of grant funds.

ARTICLE V. DRAWDOWNS

- A. A request by the Grantee to draw down grant funds under the Voice Response Access system or any other payment system constitutes a representation by the Grantee that it and all participating parties are complying with the terms of this Grant Agreement.
- B. The Grantee will be paid on an advance basis provided that the Grantee minimizes the time elapsing between transfer of the grant funds and disbursement for project purposes

and otherwise follows the requirements of 24 CFR part 84 and Treasury Circular 1079 (32 CFR part 205).

C. Grantee, to help ensure completion of the repairs, shall obtain from the contractor a copy of plans and specifications; shall assure that grant funds allocated for repair costs will be at a rate not to exceed the percentage of project completion; shall withhold ten percent of payments of projects from the contractor pending completion; and shall not permit repairs to begin until all funds needed for completion of the repairs have been committed to the project.

D. Grantees should submit LOCCS/VRS Payment Voucher, Form HUD-50080-ECRP, each time they draw down funds from LOCCS.

ARTICLE VI. PROGRESS REPORTS

A. Grantee shall submit a progress report every six months after the effective date of the Grant Agreement. Progress reports shall include reports on both performance and financial progress and shall conform with 24 CFR 84.50 and 84.53. Additional information or increased frequency of reporting may be required by HUD.

B. The performance reports must contain the information required under 24 CFR 84.51(a), including a comparison of actual accomplishment to the objectives indicated in the approved application, the reasons for slippage if established objectives were not met, and additional pertinent information.

C. Financial reports shall be submitted on Standard Form (SF) 269 and the following: for repair costs, SF-271; for non-construction costs, a breakdown in costs similar to SF-424A.

D. No grant payments will be approved for projects with overdue progress reports.

ARTICLE VII. PROJECT CLOSEOUT

A. The Grantee shall initiate project closeout within 30 days of project repair completion. At HUD's option, the Grantee may delay initiation of project closeout until the resolution of any HUD monitoring findings. If HUD exercises this option, the Grantee must promptly resolve the findings.

B. 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 review in any way possible, including making available records requested by HUD and the project for on-site HUD inspection.

C. The grant term may not exceed one year (measured from date of obligation to completion of repairs), unless otherwise approved by HUD. Any term extension must be preceded by a written narrative justification acceptable to HUD.

D. Within 90 days after HUD's approval to initiate closeout, the Grantee shall provide to HUD the following in the format(s) approved by HUD: (1) a certification of project completion; (2) a certification of compliance with all the requirements of the Grant Agreement; (3) a report giving the amount and types of project costs charged to the grant meeting OMB Circular A-122 standards; (4) a certification of the costs charged to the project and sources of other project funds; and (5) a final performance report providing a comparison of actual accomplishment with each of the project objectives, the reasons for any slippage and additional pertinent information, including explanation of significant cost overruns.

E. The Grantee agrees that the grant funds are allowable only to the extent that the project costs, meeting the standard of OMB Circular A-122, equal the grant amount plus other sources of project funds provided.

F. At closeout, the Grantee shall provide a performance report, which includes a comparison of the actual accomplishment to the original scope of the work.

G. When HUD has determined that the grant funds are allowable, the activity was completed as described by the Grant Agreement, and all federal requirements were satisfied, HUD and the Grantee will sign the Closeout Agreement.

H. The Closeout Agreement will include the Grantee's Agreement to abide by any continuing federal requirements.

ARTICLE VIII. DEFAULT

A default under this Grant Agreement shall consist of using grant funds for a purpose other than as authorized by this Agreement and any noncompliance with statutory, regulatory, or other requirements applicable to this Agreement, or any material misrepresentation in the application submission.

IN WITNESS WHEREOF, the parties hereto have executed this Grant Agreement the

_____ day of _____, 2006.

United States of America
Secretary of Housing and Urban Development

By _____ Name

Signature _____ Date

_____ Official Title

Grantee

By _____ Name

Signature _____ Date

_____ Official Title