Funding Approval/Agreement

Title I of the Housing and Community Development Act (Public Law 930383)

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

HI-00515R of 20515R

1. Name of Grantee (as shown in item 5 of Standard Form 424)	3. Grantee's 9-digit Tax ID Number	4. Date use of funds may begin (mm/dd/yyyy)
City of Seattle	91-6001275	06/02/2009
2. Grantee's Complete Address (as shown in item 5 of Standard Form 424)	5a. Project/Grant No. 1	6a. Amount Approved
600 Fourth Avenue, 7th Floor P.O. Box 949749 Seattle, WA 98124-4749 869/00161 DUNS: 79-0597814	B-09-MY-53-0005	$3,263,057.00
	5b. Project/Grant No. 2	6b. Amount Approved
	5c. Project/Grant No. 3	6c. Amount Approved

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

U.S. Department of Housing and Urban Development (By Name)		Grantee Name	
John W. Peters		City of Seattle	
Title		Title	
Director, Community Planning and Development		Director, Human Services Department	
Signature	Date (mm/dd/yyyy) AUG - 7 2009	Signature	Date (mm/dd/yyyy) 8-12-09

7. Category of Title I Assistance for this Funding Action (check only one)
- [x] a. Entitlement, Sec 106(b)
- [ ] b. State-Administered, Sec 106(d)(1)
- [ ] c. HUD-Administered Small Cities, Sec 106(d)(2)(B)
- [ ] d. Indian CDBG Programs, Sec 106(a)(1)
- [ ] e. Surplus Urban Renewal Funds, Sec 112(b)
- [ ] f. Special Purpose Grants, Sec 107
- [ ] g. Loan Guarantee, Sec 108

8. Special Conditions (check one)
- [ ] None
- [x] Attached

9a. Date HUD Received Submission (mm/dd/yyyy) 06/02/2009

9b. Date Grantee Notified (mm/dd/yyyy) AUG - 7 2009

9c. Date of Start of Program Year (mm/dd/yyyy)

10. check one
- [x] a. Orig. Funding Approval
- [ ] b. Amendment Amendment Number

11. Amount of Community Development Block Grant

	FY (2009)	FY ( )	FY ( )
a. Funds Reserved for this Grantee	3263057		
b. Funds now being Approved	3263057		
c. Reservation to be Cancelled (11a minus 11b)	0		

12a. Amount of Loan Guarantee Commitment now being Approved

12b. Name and complete Address of Public Agency

Loan Guarantee Acceptance Provisions for Designated Agencies:
The public agency hereby accepts the Grant Agreement executed by the Department of Housing and Urban Development on the above date with respect to the above grant number(s) as Grantee designated to receive loan guarantee assistance, and agrees to comply with the terms and conditions of the Agreement, applicable regulations, and other requirements of HUD now or hereafter in effect, pertaining to the assistance provided it.

12c. Name of Authorized Official for Designated Public Agency

Title

Signature

HUD Accounting use Only

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

Date Entered PAS (mm/dd/yyyy)	Date Entered LOCCS (mm/dd/yyyy)	Batch Number	Transaction Code	Entered By	Verified By

SPECIAL CONDITIONS TO THE GRANT AGREEMENT FOR COMMUNITY DEVELOPMENT BLOCK GRANT RECOVERY (CDBG-R) FUNDS AUTHORIZED AND APPROPRIATED UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (PUBLIC LAW 111-5, FEBRUARY 17, 2009)

CDBG-R GRANTEE: **City of Seattle**

CDBG-R GRANT NUMBER: **B-09-MY-53-0005**

CDBG-R GRANT AMOUNT: **$3,263,057.00**

CDBG-R APPROVAL DATE: AUG - 7 2009

Special Conditions:

The terms of the Grant Agreement include the following special conditions:

1. The Grant Agreement between the U.S. Department of Housing and Urban Development (HUD) and the above named Grantee, is made pursuant to the authority of Title XII of the American Recovery and Reinvestment Act of 2009 (Public Law 111-5) (the Recovery Act). The Grantee acknowledges that the CDBG-R grant is one-time funding.
2. The Grant Agreement is governed by and the Grantee shall comply with the requirements of the Recovery Act; the Notice of Program Requirements for Community Development Block Grant Program Funding Under the American Recovery and Reinvestment Act of 2009, 74 Fed. Reg. 21816 (May 11, 2009) available at http://www.hud.gov/recovery/cdblock.cfm (as now in effect and as may be amended from time to time) (the Notice); Title I of the Housing and Community Development Act of 1974, as amended (42 USC 5301 et seq.) (as modified by the Notice); and, the HUD regulations at 24 CFR part 570 (as now in effect and as may be amended from time to time) as modified by the Notice (the Regulations). The Grantee's submissions, the Notice, the Funding Approval/Agreement (form HUD-7082) and the special conditions described herein are incorporated by reference and constitute part of the Grant Agreement. Submissions include the CDBG-R action plan substantial amendment, including the certifications and assurances and any information or documentation required to meet any grant award conditions. In the event of conflict between a provision of the Grantee's submissions and any other provision of this Grant Agreement document, the latter shall control.
3. The Grantee shall comply with governmentwide guidance and standard award terms established by the Office of Management and Budget (OMB) concerning the implementation of the Recovery Act, including *Requirements for Implementing Sections 1512, 1605, and 1606 of the American Recovery and Reinvestment Act of 2009 for Financial Assistance Awards*, 74 Fed. Reg. 18449 (April 23, 2009) (to be codified at 2 CFR Part 176) (as now in effect and as may be amended from time to time). Notwithstanding the foregoing, the

Grantee shall comply with Section 110 of the CDBG Statute concerning the Davis-Bacon Act. The Grantee shall comply with reporting requirements established by HUD and OMB (including all revisions to such reporting requirements), as well as Sections 1511, 1515, and 1553 of the Recovery Act (including implementing guidance).

4. The Grantee shall at all times maintain an up-to-date copy of its Grantee Submission, including all amendments approved by HUD, on its Internet website as required by the Notice. The Grantee shall maintain information on all drawdowns, deposits, and expenditures of grant funds and program income under this Grant Agreement and any other records required by applicable law, in its files, and shall make such information available for audit or inspection by duly authorized representatives of HUD, HUD's Office of the Inspector General, the Recovery Act Transparency Board, or the Comptroller General of the United States.

5. In addition to other lawful remedies, HUD reserves the right to restrict access to grantees' CDBG-R funds for delinquent, incomplete, or inaccurate reporting. This includes the right to suspend access to the Integrated Disbursement and Information System (IDIS) should the Grantee fail to comply with quarterly CDBG-R reporting requirements.

6. The Grantee may take advantage of the pre-award costs provisions at 24 CFR 570.200(h) to incur pre-award costs associated with the development of the substantial amendment to the action plan beginning May 5, 2009. The Grantee may also incur costs prior to the grant award for specific activities as of the date the CDBG-R action plan substantial amendment was submitted to HUD.

7. The Grantee is advised that providing false, fictitious or misleading information with respect to CDBG-R funds may result in criminal, civil or administrative prosecution under 18 U.S.C. § 1001, 18 U.S.C. § 1343, 31 U.S.C. § 3729, 31 U.S.C. § 3801 or another applicable statute. The Grantee shall promptly refer to HUD's Office of the Inspector General any credible evidence that a principal, employee, agent, contractor, sub-grantee, subcontractor, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving CDBG-R funds.

8. In any contract involving the use of CDBG-R funds, the Grantee shall include, and require its subrecipients and contractors to include, a project sign provision consistent with criteria established by the Secretary.

9. The Grantee shall have until September 30, 2012, to expend the entire CDBG-R Grant Amount. CDBG-R funds not expended by September 30, 2012, will be recaptured by HUD.

10. The Grantee shall extend all applicable terms and conditions of this grant award to subrecipients and contractors, including obtaining a DUNS number (or updating the existing DUNS record), and registering with the Central Contractor Registration (CCR).

11. The Grant Agreement may be amended in writing by HUD. In considering proposed amendments to this Grant Agreement, HUD shall review, among other things, whether the amendment is otherwise consistent with the Recovery Act, the Housing and Community Development Act, the Notice and the Regulations.