



U.S. Department of Housing and Urban Development
Newark Field Office – Region II
One Newark Center, 13th Floor
Newark, New Jersey 07102-5260
Telephone (973) 622-7900
<http://www.hud.gov/local/njn>

AUG 27 2019

Mr. Evans Anyanwu, Director of Community Development
Dept. of Economic & Housing Development
City of Newark
920 Broad Street, Room 402
Newark, NJ 07102

Dear Mr. Anyanwu:

SUBJECT: FY 2019 Action Plan Approval
Newark, New Jersey

I am pleased to transmit to you the approval of your Fiscal Year 2018 Action Plan. The grant assistance being approved with the Plan is as follows:

Community Development Block Grant (CDBG) Program	\$ 7,136,919.00
HOME Investment Partnership (HOME) Program	\$ 2,467,446.00
Emergency Solutions Grant (ESG) Program	\$ 608,884.00
Housing Opportunity for People with AIDS (HOPWA) Program	\$ 5,841,359.00
The total allocation for the City of Newark is	\$16,054,608.00

Enclosed are the funding approval documents which include the CDBG Funding Approval Agreement (HUD 7082); and the Funding Approval and the HOME Investment Partnership Agreement (HUD 40093). These documents constitute the contract between the Department of Housing and Urban Development (HUD) and the Township.

Please sign both copies of the agreement(s). Retain one copy for your records and return the other copy to the address above within 5 days. Failure to execute and return the grant agreement within 30 days of the date of this letter may be deemed rejection of the grant and cause for HUD to determine that the funds are available for reallocation to other grantees.

Please note that approval of your Consolidated Plan/Action Plan does not constitute approval of the proposed activities within the Plan. The City should review and document that each activity, funded with the aforementioned resources, complies with applicable requirements and HUD regulations.

The Office of Community Planning and Development has developed a website that provides the current regulations for each of your entitlement grant programs. I recommend that you use this resource as your guide for the implementation of your programs and all reporting requirements.

<https://www.hudexchange.info/programs/>

Please be reminded that before committing HUD assistance to any activity or project you must complete an environmental review per 24 CFR Part 58. Specifically, 24 CFR §58.22(a) states that neither a recipient nor any participant in the development process may commit HUD assistance on an activity or project until HUD has approved the recipient's Request for Release of Funds (RROF) and the related certification from the responsible entity. Additionally, until the RROF is approved and notification of the release of funds is received, non-HUD funds may not be committed, nor may any activities or projects be undertaken, if the activity or project would have an adverse environmental impact or limit the choice of reasonable alternatives. If the project or activity is exempt per §58.34 or categorically excluded (except in extraordinary circumstances) per §58.35(b), no request for release of funds (RROF) is required, but such determination must be documented in the environmental review record before committing HUD or non-HUD funds.

Please note that Participating Jurisdiction's HOME Program resale and recapture provisions have been approved.

HUD has updated the Integrated Disbursement and Information System (IDIS) to begin phasing out the first-in-first-out (FIFO) accounting methodology. These changes ensure that IDIS both commits and disburses funds on a grant-specific basis, instead of using the FIFO (oldest money disbursed first) method that has been used for the CDBG Program to date. Grant-specific accounting began with FY 2015 formula allocations. With these changes, grantees tied activity funding/commitment and draws to a specific grant in IDIS. Funds from pre-2015 grants continue to be committed and disbursed using the FIFO method.

For specific information and guidance concerning your grants and compliance with grant-based accounting requirements, please refer to the HUDExchange at:

<https://www.hudexchange.info/manage-a-program/grant-based-accounting/>

The FY 2017 Consolidated Appropriations Act (Public law No. 115-31) included a suspension of the 24-month HOME commitment requirement for deadlines occurring in 2016, 2017, 2018, and 2019. As a result of this suspension, HUD will not enforce the 24-month commitment requirement in 2019. The 24-month commitment requirement suspension does not apply to Community Housing Development Organization (CHDO) set-aside funds. Also, HUD eliminated the 5-year expenditure deadline for FY 2015 and subsequent HOME grants, but the 5-year expenditure requirement remains in effect and will be tracked and enforced for FY 2014 and earlier grants.

Please note that Federal agencies, including HUD, adopted 2 CFR Part 200 as requirements for Federal financial assistance programs by the interim final rule published December 19, 2014. Indirect costs are addressed in 200.414. With 2 CFR Part 200, grantees must accept a federally recognized indirect cost rate between the grantee and HUD or, if no such rate exists, either negotiate a rate between the grantee and HUD or establish a de minimis indirect cost rate (see also §200.331(a)(4)). **Your indirect cost plans must be attached to each 2019 grant agreement and your indirect cost rates must be declared on each 2019 grant agreement.**

Also, please note that:

- € If a non-Federal entity has never received a negotiated indirect cost rate, it may elect to charge a de minimis rate of 10% of modified total direct costs (MTDC) as defined in §200.68, which may be used indefinitely (§200.414(f)).
- € Non-Federal entities that have a federally negotiated indirect cost rate may apply for a one-time extension of the current rate for a period up to four years, subject to the review and approval of the cognizant agency for indirect costs. At the end of the four-year extension period, the non-Federal entity must negotiate a rate.

Please note the following items concerning the Annual Plan submission. Per the AP-35, the City did not estimate the number and types of families (including income level) that will benefit from the proposed activities, nor did the City provide a target date for completion of the activities.

A primary goal of the Department is to reduce housing discrimination, affirmatively further fair housing through CPD programs and promote diverse, inclusive communities. To that end, we encourage your community to take all measures necessary to ensure compliance with the Fair Housing requirements associated with these funds.

A copy of your Consolidated Plan/Annual Action Plan was provided to the Office of Fair Housing and Equal Opportunity for review. If you have any questions regarding the review, please contact the Newark Fair Housing and Equal Opportunity Center at (973) 776-7307 or (973) 776-7303.

We look forward to working with you during the year to accomplish the goals you have set forth for the City of Newark and to further refine and improve the Consolidated Plan development process.

In the meantime, if you have any questions or desire assistance concerning this letter or other items related to the community development programs, please contact your Senior Community Planning & Development Representative, Mr. Joseph Linhart, at 973-776-7296 or joseph.s.linhart@hud.gov.

Sincerely,


Annemarie C. Uebbing
Director
Community Planning and
Development Division

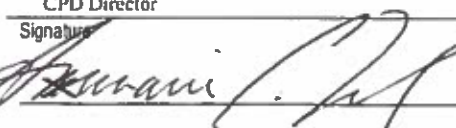

Enclosures

cc: Honorable Ras J. Baraka, Mayor
Mr. Eric S. Pennington, Business Administrator
Ms. Natasha Love Rogers, Interim Director
Dr. Mark J. Wade, MD, Director of Department of Health and Community Wellness
Ms. Ketlen Alsbrook, CoS
Ms. Jolanda Williams, Deputy Municipal Administrator


Funding Approval/AgreementTitle I of the Housing and Community
Development Act (Public Law 930383)
HI-00515R of 20515RU.S. Department of Housing and Urban Development
Office of Community Planning and Development
Community Development Block Grant ProgramOMB Approval No. 2506-0193
exp 5/31/2018

1. Name of Grantee (as shown in item 5 of Standard Form 424) Newark	3a. Grantee's 9-digit Tax ID Number 226002138	3b. Grantee's 9-digit DUNS Number 064292980
2. Grantee's Complete Address (as shown in item 5 of Standard Form 424) 920 Broad St - City Hall Newark, NJ 07102	4. Date use of funds may begin (mm/dd/yyyy) AUG 27 2019	5a. Project/Grant No. 1 B-19-MC-34-0111
	5b. Project/Grant No. 2	6a. Amount Approved \$7,136,919.00
		6b. 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) Annemarie C. Uebbing	Grantee Name (Contractual Organization) Ras Baraka
Title CPD Director	Title Mayor
Signature 	Signature 
Date (mm/dd/yyyy) AUG 27 2019	Date (mm/dd/yyyy) 9-10-2019

7. Category of Title I Assistance for this Funding Action: Entitlement, Sec 106(b)	8. Special Conditions (check one) <input type="checkbox"/> None <input checked="" type="checkbox"/> Attached	9a. Date HUD Received Submission (mm/dd/yyyy) AUG 18 2019	10. check one <input checked="" type="checkbox"/> a. Orig. Funding Approval <input type="checkbox"/> b. Amendment Amendment Number
11. Amount of Community Development Block Grant			
a. Funds Reserved for this Grantee		FY (2019) \$7,135,149.00	FY (2018) \$1,770.00
b. Funds now being Approved			
c. Reservation to be Cancelled (11a minus 11b)			

12a. Amount of Loan Guarantee Commitment now being Approved N/A	12b. Name and complete Address of Public Agency City Of Newark 920 Broad St Ste 205 Newark, NJ 07102
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
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8. Special Conditions.

- (a) The period of performance for the funding assistance specified in the Funding Approval ("Funding Assistance") shall begin on the date specified in item 4 and shall end on September 1, 2026. The Grantee shall not incur any obligations to be paid with such assistance after September 1, 2026.
- (b) The Recipient shall attach a schedule of its indirect cost rate(s) in the format set forth below to the executed Agreement that is returned to HUD. The Recipient shall provide HUD with a revised schedule when any change is made to the rate(s) described in the schedule. The schedule and any revisions HUD receives from the Recipient shall be incorporated herein and made a part of this Agreement, provided that the rate(s) described comply with 2 CFR part 200, subpart E.

<u>Administering Department/Agency</u>	<u>Indirect cost rate</u>	<u>Direct Cost Base</u>
_____	_____ %	_____
_____	_____ %	_____
_____	_____ %	_____
_____	_____ %	_____
_____	_____ %	_____

Instructions: The Recipient must identify each agency or department of the Recipient 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(f)), and the type of direct cost base to which the rate will be applied (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rates for subrecipients.

- (c) In addition to the conditions contained on form HUD 7082, the grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Dun and Bradstreet Data Universal Numbering System (DUNS); the System for Award Management (SAM.gov.); the Federal Funding Accountability and Transparency Act as provided in 2 CFR part 25, Universal Identifier and General Contractor Registration; and 2 CFR part 170, Reporting Subaward and Executive Compensation Information.
- (d) The grantee shall ensure that no CDBG funds are used to support any Federal, State, or local projects that seek to use the power of eminent domain, unless eminent domain is employed only for a public use. For the purposes of this requirement, public use shall not be construed to include economic development that primarily benefits private entities. Any use of funds for mass transit, railroad, airport, seaport or

highway projects as well as utility projects which benefit or serve the general public (including energy-related, communication-related, water-related and wastewater-related infrastructure), other structures designated for use by the general public or which have 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 brownfield as defined in the Small Business Liability Relief and Brownfields Revitalization Act (Public Law 107-118) shall be considered a public use for purposes of eminent domain.

- (e) The Grantee or unit of general local government that directly or indirectly receives CDBG funds may not sell, trade, or otherwise transfer all or any such portion of such funds to another such entity in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Act.
- (f) E.O. 12372-Special Contract Condition - Notwithstanding any other provision of this agreement, no funds provided under this agreement may be obligated or expended for the planning or construction of water or sewer facilities until receipt of written notification from HUD of the release of funds on completion of the review procedures required under Executive Order (E.O.) 12372, Intergovernmental Review of Federal Programs, and HUD's implementing regulations at 24 CFR Part 52. The recipient shall also complete the review procedures required under E.O. 12372 and 24 CFR Part 52 and receive written notification from HUD of the release of funds before obligating or expending any funds provided under this agreement for any new or revised activity for the planning or construction of water or sewer facilities not previously reviewed under E.O. 12372 and implementing regulations.
- (g) CDBG funds may not be provided to a for-profit entity pursuant to section 105(a)(17) of the Act unless such activity or project has been evaluated and selected in accordance with Appendix A to 24 CFR 570 - "Guidelines and Objectives for Evaluating Project Costs and Financial Requirements." (Source - P.L. 113-235, Consolidated and Further Continuing Appropriations Act, 2015, Division K, Title II, Community Development Fund).

**Funding Approval and HOME
Investment Partnerships Agreement**
Title II of the National Affordable Housing Act

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

1. Participant Name and Address City Of Newark 920 Broad St Ste 205 Newark, NJ 07102-2609		2. Grant Number M19-MC340206	
		3a. Tax Identification Number 226002138	3b. Unique Entity Identifier (formerly DUNS) 064292980
		4. Appropriation Number 869/20205	5. FY (yyyy) 2019

6. Previous Obligation (Enter "0" for initial FY allocation)		\$0															
a. Formula Funds	\$2,467,446.00																
b. Community Housing Development Org. (CHDO) Competitive	\$																
7. Current Transaction (+ or -)		\$2,467,446.00															
a. Formula Funds		\$2,467,446.00															
1. CHDO (For deobligations only)		\$															
2. Non- CHDO (For deobligations only)		\$															
b. CHDO Competitive Reallocation or Deobligation	\$																
8. Revised Obligation		\$															
a. Formula Funds	\$																
b. CHDO Competitive Reallocation	\$																
9. Special Conditions (check applicable box) <input type="checkbox"/> Not applicable <input type="checkbox"/> Attached		10. Date of Obligation (Congressional Release Date) (mm/dd/yyyy) / / AUG 27 2019															
11. Indirect Cost Rate* <table style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Administering Agency/Dept.</th> <th style="text-align: left;">Indirect Cost Rate</th> <th style="text-align: left;">Direct Cost Base</th> </tr> </thead> <tbody> <tr><td> </td><td> %</td><td> </td></tr> <tr><td> </td><td> %</td><td> </td></tr> <tr><td> </td><td> %</td><td> </td></tr> <tr><td> </td><td> %</td><td> </td></tr> </tbody> </table>		Administering Agency/Dept.	Indirect Cost Rate	Direct Cost Base		%			%			%			%		12. Period of Performance AUG 27 2019 09/01/2027 <small>* If funding assistance will be used for payment of indirect costs pursuant to 2 CFR 200, Subpart E-Cost Principles, provide the name of the department/agency, its indirect cost rate (including if the de minimis rate is charged per 2 § CFR 200.414), and the direct cost base to which the rate will be applied. Do not include cost rates for subrecipients.</small>
Administering Agency/Dept.	Indirect Cost Rate	Direct Cost Base															
	%																
	%																
	%																
	%																

This Agreement between the Department of Housing and Urban Development (HUD) and the Participating Jurisdiction/Entity is made pursuant to the authority of the HOME Investment Partnerships Act (42 U.S.C. 12701 et seq.). The Participating Jurisdiction's/Entity's approved Consolidated Plan submission/Application and the HUD regulations at 24 CFR Part 92 (as is now in effect and as may be amended from time to time) and this HOME Investment Partnership Agreement, form HUD-40093, including any special conditions, constitute part of this Agreement. Subject to the provisions of this Agreement, HUD will make the funds for the Fiscal Year specified, available to the Participating Jurisdiction/Entity upon execution of this Agreement by the parties. 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 Participating Jurisdiction's execution of the amendment or other consent. HUD's payment of funds under this Agreement is subject to the Participating Jurisdiction's/Entity's compliance with HUD's electronic funds transfer and information reporting procedures issued pursuant to 24 CFR 92.502. To the extent authorized by HUD regulations at 24 CFR Part 92, HUD may, by its execution of an amendment, deobligate funds previously awarded to the Participating Jurisdiction/Entity without the Participating Jurisdiction's/Entity's execution of the amendment or other consent. The Participating Jurisdiction/Entity agrees that funds invested in affordable housing under 24 CFR Part 92 are repayable when the housing no longer qualifies as affordable housing. Repayment shall be made as specified in 24 CFR Part 92. The Participating Jurisdiction agrees to assume all of the responsibility for environmental review, decision making, and actions, as specified and required in regulation at 24 CFR 92.352 and 24 CFR Part 58.

The Grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Universal Numbering System and System for Award Management (SAM) requirements in Appendix A to 2 CFR part 25, and the Federal Funding Accountability and Transparency Act (FFATA) in Appendix A to 2 CFR part 170.

The Period of Performance for the funding assistance shall begin on the date specified in item 12 and shall end on September 1st of the 5th fiscal year after the expiration of the period of availability for obligation. Funds remaining in the account will be cancelled and thereafter not available for obligation or expenditure for any purpose. Per 31 U.S.C. 1552. The grantee shall not incur any obligations to be paid with such assistance after the end of the Period of Performance.

13. For the U.S. Department of HUD (Name and Title of Authorized Official) Annemarie C. Uebbing, CPD Director		14. Signature 	15. Date AUG 27 2019
16. For the Participating Jurisdiction/Entity (Name and Title of Authorized Official) Ras Baraka, Mayor		17. Signature 	18. Date 9/10/19

19. Check one:
☐ Initial Agreement ☐ Amendment #

20. Funding Information:

Source of Funds	Appropriation Code	PAS Code	Amount
2019	86 9/2 0205	HMF (G)	\$2,457,975.00
2018	86 8/1 0205	HMF (F)	\$5,829.00
2017	86 7/0 0205	HMF (C)	\$3,642.00

Grant AgreementHousing Opportunities for Persons With AIDS (HOPWA)
Program

CFDA Number 14.241


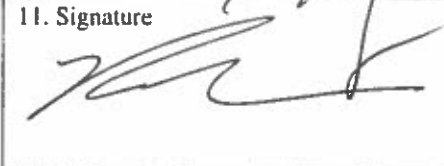
**U.S. Department of Housing and Urban
Development**

Office of Community Planning and Development

1. Grantee Name and Address:Newark
920 Broad St Ste 205
Newark, NJ 07102-2609**2. Grant Number:** NJH19-F005**3. Tax Identification Number:** 226002138**4. Unique Entity Identifier (DUNS):** 064292980**5. Fiscal Year:** 2019**6. Grant Amount:** \$5,841,359.00

- I. This Grant Agreement is made and entered into by and between the U.S. Department of Housing and Urban Development ("HUD") and the Grantee identified in Box 1 of this Grant Agreement, pursuant to the AIDS Housing Opportunity Act, codified as amended at 42 U.S.C. §§ 12901-12912 (the "Act"), and regulations for the Housing Opportunities for Persons With AIDS ("HOPWA") program at 24 CFR part 574 (the "Regulations").
- II. Subject to the terms and conditions of this Grant Agreement, HUD agrees to provide a HOPWA formula grant ("Grant") to the Grantee in the amount listed on Box 6 of this Grant Agreement ("Grant Funds").
- III. The Grantee's Consolidated Plan/Action Plan prepared and submitted in accordance with 24 CFR part 91 and any certifications and assurances are hereby incorporated into this Grant Agreement.
- IV. The Grantee agrees to comply with all HOPWA program requirements, as they may be amended from time to time. Such requirements consist of the Act, Regulations, and other applicable HUD regulations, including 24 CFR part 135 ("Economic Opportunities for Low- and Very Low-Income Persons"), 24 CFR part 87 ("New Restrictions on Lobbying"), HUD's equal access requirements at 24 CFR 5.105(a)(2) and 5.106, and 2 CFR part 2429 ("Requirements for Drug-free Workplace (Financial Assistance)").
- V. The Grantee agrees to ensure that each Project Sponsor to which it provides Grant Funds will comply with the Act, Regulations, other applicable HUD regulations, and this Grant Agreement and will agree to 24 CFR 574.500(b)(1)-(4).
- VI. The Grantee agrees to draw down Grant Funds not less than quarterly. A request by the Grantee to draw down Grant Funds under any payment system constitutes a representation by the Grantee that it and all participating parties are in compliance with this Grant Agreement.
- VII. The Grantee agrees to comply with HUD instructions regarding use of and reporting in the Integrated Disbursement and Information System ("IDIS") or its successor.
- VIII. If the Grantee uses homelessness or chronic homelessness as primary client eligibility criteria, the Grantee agrees to use a Homeless Management Information System ("HMIS") to track services for homeless clientele. These local data systems must maintain client confidentiality by using a closed system in which medical information and HIV status are not shared with providers that do not have direct involvement in the client's case management, treatment, and care in line with the signed release of information from the client. "Client," as used in this Grant Agreement, refers to an eligible person (as defined at 24 CFR 574.3) assisted with Grant Funds.
- IX. The Grantee agrees to comply with the award term and condition for reporting of matters related to recipient integrity and performance at Appendix XII to 2 CFR part 200.
- X. The Grantee agrees to commit program income to the Grant in accordance with the addition method as provided in 2 CFR 200.307(e)(2).

- XI. The Grantee agrees to assume the responsibility for environmental review, decision-making, and action that would otherwise apply to HUD in accordance with 24 CFR 58.4 and 24 CFR 574.510.
- XII. The Grantee agrees to obtain and ensure that any Project Sponsor to which it provides Grant Funds agrees to obtain certificates of completion of the Getting to Work, HOPWA Oversight, and CPD Financial Management training curriculums by at least one of its employees every three years.
- XIII. The Grantee agrees to conduct an ongoing assessment of the housing assistance and supportive services required by clients as identified in Individual Housing and Service Plans, including an annual assessment of their housing situation, a reevaluation of the appropriateness of rental subsidies or other support, and a report on annual results of program activities under HOPWA client outcome goals.
- XIV. The Grantee agrees to assure the adequate provision of supportive services to clients in the program supported by Grant Funds.
- XV. The Grantee agrees to update client eligibility records no less than annually.
- XVI. The Grantee agrees to comply with such other terms and conditions as HUD may establish for purposes of carrying out the program supported by Grant Funds in an effective and efficient manner.
- XVII. This Grant is not for research and development (R&D), as defined at 2 CFR 200.87.
- XVIII. This Grant Agreement may not be amended except in a writing executed by authorized officials of HUD and the Grantee. The effective date of any amendment to this Grant Agreement shall be the date that HUD approves the amendment.
- XIX. A default shall occur when the Grantee fails to comply with the Act, Regulations, any other applicable HUD regulations, or this Grant Agreement. In the event of a default, HUD may take one or more of the actions provided in 2 CFR 200.338 after providing the Grantee with an opportunity for informal consultation in accordance with 24 CFR 574.500(c). Nothing in this Article shall limit any remedies otherwise available to HUD in the case of a default by the Grantee. No delay or omissions by HUD in exercising any right or remedy available to it under this Grant Agreement shall impair any such right or remedy or constitute a waiver or acquiescence in any Grantee default.
- XX. The Federal award date of the Grant Funds that HUD agrees to provide through this Grant Agreement is the date of execution of this Grant Agreement by HUD.
- XXI. The period of performance begins on the date that this Grant Agreement is executed by both parties and ends three years thereafter.

7. For HUD (Name, Title, and Contact Information of Authorized Official) Annemarie C. Uebbing, Director CPD	8. Signature 	9. Date (mm/dd/yyyy) AUG 27 2019
10. For the Grantee (Name and Title of Authorized Official) Ras Baraka, Mayor	11. Signature 	12. Date (mm/dd/yyyy) 9-10-2019

Indirect Cost Rate Schedule
(To be added as attachment to HOPWA Grant Agreement)

The Grantee shall attach a schedule of its indirect cost rate(s) in the format set forth below to the executed Grant Agreement that is returned to HUD. The Grantee shall provide HUD with a revised schedule when any change is made to the rate(s) described in the schedule. The schedule and any revisions HUD receives from the Grantee shall be incorporated herein and made a part of this Agreement, provided that the rate(s) described comply with 2 CFR part 200, subpart E.

INDIRECT COST RATE SCHEDULE

Grantee agency/department	Indirect cost rate (%)	Type of Direct Cost Base
	%	
	%	
	%	

Instructions: The Grantee must identify each agency or department of the Grantee 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(f)), and the type of direct cost base to which the rate will be applied (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rates for Project Sponsors.

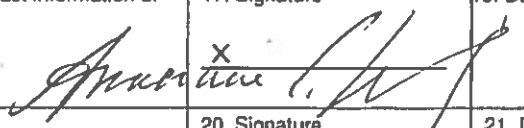
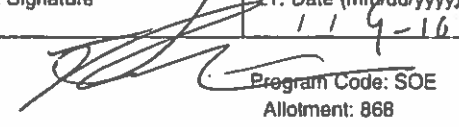
Funding Approval/Agreement

Emergency Solutions Grants Program
Subtitle B of Title IV of the McKinney-Vento Homeless Assistance Act,
42 U.S.C. 11371 et seq.
CFDA Number 14.231

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

1. Recipient Name and Address City Of Newark 920 Broad St Ste 205 Newark, NJ 07102		2. Unique Federal Award Identification Number: E-19-MC-34-0111	
		3. Tax Identification Number: 226002138	
		4. Unique Entity Identifier (DUNS): 064292980	
5. Fiscal Year (yyyy): 2019			
6. Previous Obligation (Enter "0" for Initial Fiscal Year allocation)		\$ 0	
7. Amount of Funds Obligated or Deobligated by This Action (+ or -)		\$608,884.00	
8. Total Amount of Federal Funds Obligated		\$608,884.00	
9. Total Required Match: \$			
10. Start Date of Recipient's Program Year (mm/dd/yyyy) 9/1/2019		11. Date HUD Received Recipient's Consolidated Plan Submission (mm/dd/yyyy) JUL 18 2019	
		12. Period of Performance Start Date (the later of the dates listed in Boxes 10 and 11) (mm/dd/yyyy) SEP 01 2019	
13. Type of Agreement (check applicable box) <input checked="" type="checkbox"/> Initial Agreement (Purpose #1 - Initial Fiscal Year allocation) <input type="checkbox"/> Amendment (Purpose #2 - Deobligation of funds) <input type="checkbox"/> Amendment (Purpose #3 - Obligation of additional funds)		14. Special Conditions <input type="checkbox"/> Not applicable <input checked="" type="checkbox"/> Attached	
		15. Period of Performance End Date (mm/dd/yyyy) AUG 27 2021	

General Terms and Conditions: This Agreement between the U.S. Department of Housing and Urban Development (HUD) and the Recipient is made pursuant to the authority of Subtitle B of Title IV of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11371 et seq.) and is subject to the applicable annual appropriations act. The Recipient's Consolidated Plan submissions (including the Recipient's approved annual Action Plan and any amendments completed in accordance with 24 CFR Part 91), the Emergency Solutions Grants Program regulations at 24 CFR Part 576 (as now in effect and as may be amended from time to time), and this Agreement, including any special conditions attached to this Agreement, constitute part of this Agreement. Subject to the terms and conditions of this Agreement, HUD will make the funds for the specified Fiscal Year available to the Recipient upon execution of this Agreement by the Recipient and HUD. All funds for the specified Fiscal Year that HUD provides by reallocation are covered by this Agreement upon execution of an amendment by HUD, without the Recipient's execution of the amendment or other consent. The Recipient agrees to assume all of the responsibilities with respect to environmental review, decision making, and action required under the HUD regulations at 24 CFR Part 58. Nothing in this Agreement shall be construed as creating or justifying any claim against the federal government or the Recipient by any third party. To the extent authorized by HUD regulations at 24 CFR Part 576, HUD may, by its execution of an amendment, deobligate funds previously awarded to the Recipient without the Recipient's execution of the amendment or other consent.

16. For the U.S. Department of HUD (Name, Title, and Contact Information of Authorized Official) Annemarie C. Uebbing CPD Director		17. Signature 		18. Date (mm/dd/yyyy) AUG 27 2019	
19. For the Recipient (Name and Title of Authorized Official) Ras Baraka Mavor		20. Signature 		21. Date (mm/dd/yyyy) 11-9-16	
Funding Information (HUD Accounting Use Only): PAS Code: HAES Region: 02 Appropriation: 00192 Office: 39 (Newark) Appro Symbol: E Program Code: SOE Allotment: 868					

Indirect Cost Rate Provision (to be added to Special Conditions attached to each ESG Agreement)

The Recipient shall attach a schedule of its indirect cost rate(s) in the format set forth below to the executed Agreement that is returned to HUD. The Recipient shall provide HUD with a revised schedule when any change is made to the rate(s) described in the schedule. The schedule and any revisions HUD receives from the Recipient shall be incorporated herein and made a part of this Agreement, provided that the rate(s) described comply with 2 CFR part 200, subpart E.

Recipient Department/Agency	Indirect cost rate	Direct Cost Base
	_____%	_____
	_____%	_____
	_____%	_____

Instructions: The Recipient must identify each agency or department of the Recipient 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(f)), and the type of direct cost base to which the rate will be applied (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rates for subrecipients.

ATTACHMENT: Special Condition for ESG

Eligibility Conditions for Youth (to be added to Special Conditions attached to each ESG Agreement)

- Youth aged 24 and under seeking assistance shall not be required to provide third party documentation to establish their eligibility under 42 U.S.C. 11302(a) or (b) to receive services.
- Unaccompanied youth aged 24 and under or families headed by youth aged 24 and under who are living in unsafe situations may be served by youth-serving providers

ATTACHMENT: Special Condition for ESG

Recipient Integrity and Performance Matters (to be added to Special Conditions attached to each ESG Agreement if the amount in Box 8 is greater than \$500,000)

The Recipient shall comply with the requirements in Appendix XII to 2 CFR part 200—Award Term and Condition for Recipient Integrity and Performance Matters.

**Funding Approval and HOME
Investment Partnerships Agreement**
Title II of the National Affordable Housing Act

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

1. Participant Name and Address City Of Newark 920 Broad St Ste 205 Newark, NJ 07102-2609	2. Grant Number M19-MC340206	
	3a. Tax Identification Number 226002138	3b. Unique Entity Identifier (formerly DUNS) 064292980
	4. Appropriation Number 869/20205	5. FY (yyyy) 2019

6. Previous Obligation (Enter "0" for initial FY allocation)	\$0
a. Formula Funds	\$2,467,446.00
b. Community Housing Development Org. (CHDO) Competitive	\$

7. Current Transaction (+ or -)	\$2,467,446.00
a. Formula Funds	\$2,467,446.00
1. CHDO (For deobligations only)	\$
2. Non- CHDO (For deobligations only)	\$
b. CHDO Competitive Reallocation or Deobligation	\$

8. Revised Obligation	\$
a. Formula Funds	\$
b. CHDO Competitive Reallocation	\$

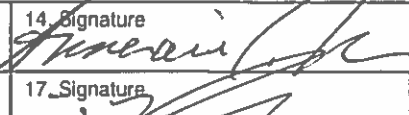

9. Special Conditions (check applicable box) <input type="checkbox"/> Not applicable <input type="checkbox"/> Attached	10. Date of Obligation (Congressional Release Date) (mm/dd/yyyy) / AUG 27 2019
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11. Indirect Cost Rate*	12. Period of Performance AUG 27 2019-09/01/2027															
<table border="1"> <thead> <tr> <th>Administering Agency/Dept.</th> <th>Indirect Cost Rate</th> <th>Direct Cost Base</th> </tr> </thead> <tbody> <tr><td>—</td><td>—%</td><td></td></tr> <tr><td>—</td><td>—%</td><td></td></tr> <tr><td>—</td><td>—%</td><td></td></tr> <tr><td>—</td><td>—%</td><td></td></tr> </tbody> </table>	Administering Agency/Dept.	Indirect Cost Rate	Direct Cost Base	—	—%		—	—%		—	—%		—	—%		<p>* If funding assistance will be used for payment of indirect costs pursuant to 2 CFR 200, Subpart E-Cost Principles, provide the name of the department/agency, its indirect cost rate (including if the de minimis rate is charged per 2 § CFR 200.414), and the direct cost base to which the rate will be applied. Do not include cost rates for subrecipients.</p>
Administering Agency/Dept.	Indirect Cost Rate	Direct Cost Base														
—	—%															
—	—%															
—	—%															
—	—%															

This Agreement between the Department of Housing and Urban Development (HUD) and the Participating Jurisdiction/Entity is made pursuant to the authority of the HOME Investment Partnerships Act (42 U.S.C. 12701 et seq.). The Participating Jurisdiction's /Entity's approved Consolidated Plan submission/Application and the HUD regulations at 24 CFR Part 92 (as is now in effect and as may be amended from time to time) and this HOME Investment Partnership Agreement, form HUD-40093, including any special conditions, constitute part of this Agreement. Subject to the provisions of this Agreement, HUD will make the funds for the Fiscal Year specified, available to the Participating Jurisdiction/Entity upon execution of this Agreement by the parties. 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 Participating Jurisdiction's execution of the amendment or other consent. HUD's payment of funds under this Agreement is subject to the Participating Jurisdiction's/Entity's compliance with HUD's electronic funds transfer and information reporting procedures issued pursuant to 24 CFR 92.502. To the extent authorized by HUD regulations at 24 CFR Part 92, HUD may, by its execution of an amendment, deobligate funds previously awarded to the Participating Jurisdiction/Entity without the Participating Jurisdiction's/Entity's execution of the amendment or other consent. The Participating Jurisdiction/Entity agrees that funds invested in affordable housing under 24 CFR Part 92 are repayable when the housing no longer qualifies as affordable housing. Repayment shall be made as specified in 24 CFR Part 92. The Participating Jurisdiction agrees to assume all of the responsibility for environmental review, decision making, and actions, as specified and required in regulation at 24 CFR 92.352 and 24 CFR Part 58.

The Grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Universal Numbering System and System for Award Management (SAM) requirements in Appendix A to 2 CFR part 25, and the Federal Funding Accountability and Transparency Act (FFATA) in Appendix A to 2 CFR part 170.

The Period of Performance for the funding assistance shall begin on the date specified in item 12 and shall end on September 1st of the 5th fiscal year after the expiration of the period of availability for obligation. Funds remaining in the account will be cancelled and thereafter not available for obligation or expenditure for any purpose. Per 31 U.S.C. 1552. The grantee shall not incur any obligations to be paid with such assistance after the end of the Period of Performance.

13. For the U.S. Department of HUD (Name and Title of Authorized Official) Annemarie C. Uebbing, CPD Director	14. Signature 	15. Date AUG 27 2019
16. For the Participating Jurisdiction/Entity (Name and Title of Authorized Official) Ras Baraka, Mayor	17. Signature 	18. Date 8-19

19. Check one:
☐ Initial Agreement ☐ Amendment #

20. Funding Information: HOME			
Source of Funds	Appropriation Code	PAS Code	Amount
2019	86 9/2 0205	HMF (G)	\$2,457,975.00
2018	86 8/1 0205	HMF (F)	\$5,829.00
2017	86 7/0 0205	HMF (C)	\$3,642.00