

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: City of Fayetteville 467 HAY ST FAYETTEVILLE, NC 28301-5565	12. Assistance listing number and title: 14.241, Housing Opportunities for Persons With AIDS (HOPWA) Program
2. Recipient's Unique Entity Identifier: M7SAWYCADYW1	13. Amount of federal funds obligated by this action: \$887,353.00
3. Tax identification number: 566001226	14. Total amount of federal funds obligated: \$887,353.00
4. Federal Award Identification Number (FAIN): NCH25F006	15. Total approved cost sharing (if applicable): N/A
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: \$887,353.00
6. Period of performance start and end date:	17. Budget approved by HUD:
7. Budget period start and end date:	18. Fiscal year: 2025
8. Initial Agreement <input checked="" type="checkbox"/> Amendment <input type="checkbox"/> #	19. Statutory authority: 42 U.S.C. §§ 12901-12912
9. Indirect cost rate (per § 200.414): Recipients must complete Addendum 3: Indirect Cost Rate Schedule	20. Applicable appropriations act(s): 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:	22. Program regulations (if applicable): 24 C.F.R. Part 574
23. Federal award description: The Housing Opportunities for Persons with AIDS (HOPWA) program was established to provide housing assistance and related supportive services for low-income persons living with HIV/AIDS and their families. <ul style="list-style-type: none"> • Addendum 1. Policy Requirements • Addendum 2. Program-Specific Requirements • Addendum 3. Indirect Cost Rate Schedule 	

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 Housing Opportunities for Persons With AIDS program statute 42 U.S.C. §§ 12901-12912, the program regulations at 24 C.F.R. § 574 (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).

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.

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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 ☐

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For the U.S. Department of HUD (name and title of authorized official)	Signature	Date/ Federal Award Date
For the Recipient (name and title of authorized official)	Signature	Date

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.

ADDENDUM 2. PROGRAM-SPECIFIC REQUIREMENTS

Assistance Listing 14.241, Housing Opportunities for Persons With AIDS (HOPWA) Program

1. *Pre-Award Costs.* The funds may be used for costs incurred before the period of performance/budget period under the conditions specified in HUD Notice CPD-25-02 or another prior written approval by HUD; or if the Recipient is not covered by Notice CPD-25-02, under the condition that the costs are otherwise allowable and were incurred on or after the date HUD received the Recipient's Consolidated Plan submission, the Recipient's program year start date, or 90 calendar days before the period of performance start date in **Box 6** (whichever is latest).
2. *Scope and Requirements.* The Recipient and each project sponsor that receives grant funds must (1) comply with the HOPWA regulations, other applicable HUD regulations, and such other terms and conditions as HUD may establish for purposes of carrying out HOPWA activities in an effective and efficient manner; (2) conduct an ongoing assessment of the housing assistance and supportive services required by the participants in HOPWA activities; (3) assure the adequate provision of supportive services to the participants in HOPWA activities; (4) cooperate and coordinate in providing assistance under HOPWA with the relevant state- and local-government agencies responsible for services for eligible persons in the area served by the Recipient and with other public and private organizations and agencies providing services for eligible persons; (5) prohibit any fee, except rent, from being charged of any eligible person for any housing or services provided with grant funds; (6) ensure the confidentiality of the name of any individual assisted through HOPWA activities and any other information regarding individuals receiving assistance with grant funds; and (7) maintain and make available to HUD for inspection financial records sufficient, in HUD's determination, to ensure proper accounting and disbursing of grant funds.
3. *Project Sponsors.* The Recipient may only provide grant funds to project sponsors pursuant to legally binding agreements that contain the provisions required by 2 C.F.R. § 200.332(a) and state each commitment to which the project sponsor must agree under 24 C.F.R. § 574.500(b)(1)–(4).
4. *Funds Drawdown and Reconciliation.* Not less than once every 90 calendar days, starting from the period of performance start date, the Recipient must draw down grant funds for allowable costs and in accordance with 2 C.F.R. §§ 200.305 and 200.403 and reconcile its accounting records with the financial data reported to HUD through the Integrated Disbursement and Information System ("IDIS") in accordance with 2 C.F.R. §§ 200.302 and 200.303. The Recipient must comply with HUD instructions regarding use of and reporting in IDIS or its successor.
5. *Performance Reporting.* The Recipient must submit a Consolidated Annual Performance and Evaluation Report (CAPER) in accordance with 24 C.F.R. §§ 91.520 and 574.520(a), the SF-425 in accordance with 2 C.F.R. 200.328(a), and provide the HOPWA information using form HUD-4155.
6. *Eligibility Records.* The Recipient must update client eligibility records no less than annually.
7. *Program Income.* Program income may be treated as an addition to the grant funds, provided that the Recipient uses that income for allowable costs under this grant agreement.
8. *Environmental Review.* If Recipient is a State or Unit of General Local Government and is the responsible entity pursuant to 24 C.F.R. part 58, the Recipient agrees to assume the responsibility

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for environmental review, decision-making, and action that would otherwise apply to HUD in accordance with 24 C.F.R. §§ 58.4 and 574.510. If Recipient is a State and distributes funds to a unit of general local government, the Recipient must require the unit of general local government to assume that responsibility and must comply with the state's responsibilities under 24 C.F.R. 58.4.

9. *Default.* A default shall occur when the Recipient fails to comply with the provisions of this agreement. In the event of a default, HUD may take one or more of the actions provided in 2 C.F.R. § 200.339 after providing the Recipient with an opportunity for informal consultation in accordance with 24 C.F.R. § 574.500(c). Nothing in this Grant Agreement shall limit any remedies otherwise available to HUD in the case of a default by the Recipient. 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 Recipient default.
10. *Closeout.* This grant will be closed out as provided by 2 C.F.R. § 200.344 and Notice CPD-23-04, unless otherwise provided by a subsequent regulation or HUD notice.
11. *Deobligation.* To the extent authorized by applicable law, HUD may, by its execution of an amendment, deobligate funds under this Grant Agreement without the Recipient's execution of the amendment or other consent.

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 project sponsors.

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; Appendix IV to Part 200 (for nonprofit organizations); and Appendix VII to Part 200 (for state and local governments).