



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

Greensboro Office
Office of Community Planning & Development
1500 Pinecroft Road, 401, Asheville Building
Greensboro, NC 27407-3838
(336) 547-4000, ext. 2802
www.hud.gov * espanol.hud.gov

July 17, 2013

Mr. Thomas J. Bonfield
City Manager
101 City Hall Plaza
Durham, NC 27701-3328

Dear Mr. Bonfield:

We are pleased to approve the FY13 Annual Action Plan for the city of Durham. The U. S. Department of Housing and Urban Development (HUD) is awarding the city of Durham grants totaling \$2,700,866 for its Community Development Block Grant (\$1,813,876), HOME Investment Partnerships (\$767,454) and Emergency Solutions Grants (\$119,536) programs.

Enclosed are three copies of the Funding Approval/Agreement for each program. Please execute (original signatures), date, retain one copy of each Grant Agreement for the agency's program files and return the remaining six copies to this office within 10 days from date of receipt for processing.

The Consolidated Annual Performance & Evaluation Report for the year ending June 30, 2013, is due in this office by September 28. Please remember to include the Section 3 Summary Report (form HUD 60002) in the CAPER. The Women/Minority Business Enterprise (W/MBE) (form HUD 2516) report is due in this office no later than October 15 and is to be submitted to Belinda Richmond.

We look forward to continuing our work with the city of Durham on its community development and affordable housing initiatives. Please contact Harry Miles, at (336) 851-80055 should any assistance be needed.

Sincerely,

for Donna K. Anderson
Gary A. Dimmick
Director
Office of Community Planning & Development

cc:
Reginald Johnson

Funding Approval/Agreement

Title I of the Housing and Community Development Act (Public Law 930383)
 HI-00515R of 20515R

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

1. Name of Grantee (as shown in Item 5 of Standard Form 424) CITY OF DURHAM		3a. Grantee's 9-digit Tax ID Number: 56-6000225	3b. Grantee's DUNS Number: 01-1049132	4. Date use of funds may begin (mm/dd/yyyy): 07/17/2013
2. Grantee's Complete Address (as shown in Item 5 of Standard Form 424) 101 City Hall Plaza (807 E. Main Street, Suite 200) Durham, NC 27701-3328		5a. Project/Grant No. 1 B-13-MC-37-0004		6a. Amount Approved 1,813,876
		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/addendums, 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) Gary A. Dimmick	Grantee Name City of Durham Thomas J. Bonfield
Title Director, Office of Community Planning & Development	Title (CEO) City Manager
Signature <i>Donna K. Anderson</i>	Signature <i>Thomas J. Bonfield</i>
Date (mm/dd/yyyy) 07/17/2013	Date (mm/dd/yyyy) 07/29/2013

7. Category of Title I Assistance for this Funding Action (check only one) <input checked="" type="checkbox"/> a. Entitlement, Sec 106(b) <input type="checkbox"/> b. State-Administered, Sec 106(d)(1) <input type="checkbox"/> c. HUD-Administered Small Cities, Sec 106(d)(2)(B) <input type="checkbox"/> d. Indian CDBG Programs, Sec 106(a)(1) <input type="checkbox"/> e. Surplus Urban Renewal Funds, Sec 112(b) <input type="checkbox"/> f. Special Purpose Grants, Sec 107 <input type="checkbox"/> g. Loan Guarantee, Sec 108	8. Special Conditions (check one) <input type="checkbox"/> None <input type="checkbox"/> Attached	9a. Date HUD Received Submission (mm/dd/yyyy) 05/14/2013	10. check one <input checked="" type="checkbox"/> a. Orig. Funding Approval <input type="checkbox"/> b. Amendment Amendment Number	
		9b. Date Grantee Notified (mm/dd/yyyy) 07/17/2013		
		9c. Date Start of Program Year (mm/dd/yyyy) 07/01/2013		
11. Amount of Community Development Block Grant				
		FY (2013)	FY ()	FY ()
a. Funds Reserved for this Grantee		1,813,876		
b. Funds now being Approved		1,813,876		
c. Reservation to be Cancelled (11a minus 11b)				

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										
							Project Number		Amount		
							Project Number		Amount		
							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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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

Public reporting burden for this collection of information is estimated to average 1 hour 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. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

The HOME statute imposes a significant number of data collection and reporting requirements. This includes information on assisted properties, on the owners or tenants of the properties, and on other programmatic areas. The information will be used: 1) to assist HOME participants in managing their programs; 2) to track performance of participants in meeting fund commitment and expenditure deadlines; 3) to permit HUD to determine whether each participant meets the HOME statutory income targeting and affordability requirements; and 4) to permit HUD to determine compliance with other statutory and regulatory program requirements. This data collection is authorized under Title II of the Cranston-Gonzalez National Affordable Housing Act or related authorities. Access to Federal grant funds is contingent on the reporting of certain project-specific data elements. Records of information collected will be maintained by the recipients of the assistance. Information on activities and expenditures of grant funds is public information and is generally available for disclosure. Recipients are responsible for ensuring confidentiality when public disclosure is not required.

1. Participant Name and Address City of Durham 600 E. Trade Street Durham, NC 27701-3328		2. Participant Number MI3-DC370205	
		3. Tax Identification Number 56-6000225	4. DUNS Number 01-1049132
		4. Appropriation Number 883/50205	5. FY (yyyy) 2013
6. Previous Obligation (Enter "0" for Initial FY allocation)			\$0.00
a. Formula Funds		\$	
b. Community Housing Development Org. (CHDO) Competitive		\$	
7. Current Transaction (+ or -)			\$ 767,454
a. Formula Funds		\$ 767,454	
1. CHDO (For deobligations only)		\$	
2. Non- CHDO (For deobligations only)		\$	
b. CHDO Competitive Reallocation or Deobligation (see #18 below)		\$	
8. Revised Obligation			\$
a. Formula Funds		\$	
b. CHDO Competitive Reallocation		\$	
9. Special Conditions (check applicable box)		10. Date of Obligation (Congressional Release Date) (mm/dd/yyyy)	
<input type="checkbox"/> Not applicable <input checked="" type="checkbox"/> Attached		07/17/2013	

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 Dun and Bradstreet Data Universal Numbering System (DUNS), the Central Contractor Registration (CCR) database, and the Federal Funding Accountability and Transparency Act, including Appendix A to Part 25 of the Financial Assistance Use of Universal Identifier and Central Contractor Registration, 75 Fed. Reg. 55671 (Sept. 14, 2010) (to be codified at 2 CFR part 25) and Appendix A to Part 170 of the Requirements for Federal Funding Accountability and Transparency Act Implementation, 75 Fed. Reg. 55663 (Sept. 14, 2010) (to be codified at 2 CFR part 170).

11. For the U.S. Department of HUD (Name and Title of Authorized Official) Gary A. Dimmick - Director, Office of Community Planning & Development	12. Signature 	13. Date 07/17/2013
14. For the Participating Jurisdiction/Entity (Name and Title of Authorized Official) Thomas J. Bonfield, City Manager	15. Signature 	16. Date 07/29/2013

17. Check one:
 Initial Agreement Amendment #

18. Funding Information: HOME
 Source of Funds Appropriation Code PAS Code Amount
 \$
 \$
 \$

Funding Approval/ Agreement

Emergency Solutions Grants Program
 Subtitle B of Title IV of the McKinney-Vento Homeless
 Assistance Act, 42 USC 11371 et seq.

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

1. Recipient Name and Address

City of Durham
 101 City Hall Plaza
 Durham, NC 27701-3328

2. Grant Number

E-13-MC-37-0006

3. Tax Identification Number

58-6000225

4. DUNS Number

01-1049132

5. Fiscal Year (yyyy)

2013

6. Previous Obligation (Enter "0" for initial Fiscal Year allocation)

\$ 0

7. Current Transaction (+ or -)

\$ 119,536

8. Revised Obligation

\$ 0

9. Date of Start of Recipient's
 Program Year (mm/dd/yyyy)

07/01/2013

10. Date HUD Received Recipient's
 Consolidated Plan Submission (mm/dd/yyyy)

05/14/2013

11. Date on which Recipient may begin incurring
 costs (the later of the dates listed in 9 and 10)
 (mm/dd/yyyy)

07/17/2013

12. Type of Agreement (check applicable box)

- Initial Agreement (Purpose #1 – Initial Fiscal Year allocation)
 Amendment (Purpose #2 – Deobligation of funds)
 Amendment (Purpose #3) – Obligation of additional funds

13. Special Conditions (check applicable box)

- Not applicable Attached

This Agreement between the 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.). 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, and the funds may be used to pay costs incurred on or after the date specified in Box 11 above. 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, decisionmaking, and action required under the HUD regulations at 24 CFR Part 58. The Recipient shall also comply with the universal identifier and registration requirements at 24 CFR Part 25, Appendix A to Part 25 – Award Term, except that the internet site is now located at www.sam.gov instead of www.ccr.gov.

14. For the U.S. Department of HUD (Name and Title of Authorized Official)

Gary A. Dimmick
 Director, Office of Community Planning & Development

15. Signature

Gary A. Dimmick

16. Date
 (Date of
 Obligation)

07/17/2013

17. For the Recipient (Name and Title of Authorized Official)

Thomas J. Bonfield, City Manager

18. Signature

Thomas J. Bonfield

19. Date

07 29 2013

Funding Information (HUD Accounting Use Only)

PAS Code:
 Appropriation:
 Allotment:
 Program Code:
 Region:
 Office:
 Appro Symbol: