The Stamford Board of Representatives and HUD approved the Annual Action Plan for the Stamford Community Development Block Grant (CDBG) and HOME Program for Year 48 (July 1, 2022-June 30, 2023).

We will receive the funding agreement from HUD shortly in the next few weeks. There are a few steps now to release the funds, but in the meantime see the attached PDF file (YR 48 AAP) for your Agency allocation. Your allocation will be made as a forbearance loan secured by a mortgage.

In order to receive CDBG funding your Agency will must enter into an agreement with the City of Stamford. Funds cannot be released prior to the execution of this agreement. During the program year your agency will be required to provide reports verifying this program serves low income persons as documented by your files.

All Public Improvement or Housing Project grant recipients must provide Plans and Specifications and a Cost Estimate to SCD before your project can be bid. The target for the submission of Plans and Specifications and a Cost Estimate is October 23th, 2022.

To implement your project, you must submit the following items before SCD can prepare your funding agreement. Please provide all documentation by October 23, 2022 or sooner. Your Agency cannot access funds or award the project prior to the execution of an agreement. Complete and return the attached checklist.

- A. Proposed Scope of Work to be performed under the contract. This Scope will be the plans and specifications for construction. The specifications must reflect the work described in your application and by reviewed by SCD.
- B. Use the attached budget form to project the total project cost including Agency allocation and other funding sources to fulfill the estimated project amount plus contingency costs. You may reduce line item amounts identified in your application, but you may not create new line items. The actual budget will be compiled after a contractor and bid are accepted.
  - Provide one copy of agency procurement policy in compliance with 2 CFR Part 200.
- C. A duly adopted resolution by your Board of Directors approving your organization's entering into a contract with the Stamford Community Development Office for the purpose and amount indicated above; and designating an individual, named in the resolution, as your organization's signatory to the contract and for all other documents pertaining to the contract. Please use the exact enclosed format, typed on Agency letterhead and signed by your Corporate Secretary.
- D. The Agency shall maintain, at all times during the term of this Agreement, the following insurance coverage, which shall protect the Agency, the City of Stamford and the Stamford Community Development Office:

- 1. General liability insurance, in an amount not less than \$1,000,000 combined single limit for property damage and bodily injury. This insurance shall contain, but not be limited to, operations liability, premises liability, contractual liability, which insures any indemnities contained in the Agreement, and products and completed operations liability, which shall be maintained for a period of not less than three (3) years following expiration or termination of this Agreement.
- 2. Automobile liability insurance, in a minimum amount of \$1,000,000 per accident for property damage and bodily injury. This insurance shall cover all owned, non-owned and leased vehicles.
- 3. Workers' compensation insurance, which complies will all regulations and laws of the State of Connecticut.
- 4. All risk property insurance, which covers the subject property on a full replacement cost basis, showing the City of Stamford and the Stamford Community Development Program as mortgagees and loss payees.

All insurance required hereunder shall contain the following provisions:

- 1. Thirty (30) days prior written notice to the Risk Manager of the City of Stamford in the event of cancellation, termination or material change in coverage terms or conditions.
- 2. The City of Stamford, the Stamford Community Development Office and their employees, agents and officers shall be designated as additional insureds under the commercial general liability insurance.
- 3. The insurance required hereunder shall be primary insurance without any right of contribution from any insurance maintained by or on behalf of the City of Stamford and / or the Stamford Community Development Office.
- 4. The Agency agrees to waive any right of claim or loss from the City of Stamford, the Stamford Community Development Office and their employees, agents and officers that may be covered by any of the insurance required hereunder. **The insurers agree to waive any right of subrogation** against the City of Stamford, the Stamford Community Development Office and their employees, agents and officers.
- 5. The City of Stamford and the Stamford Community Development Office shall be designated as mortgagees and loss payees on the all risk property insurance policy.

The Certificate Holder and address must also appear as follows: Stamford Community Development Office and the City of Stamford P.O. Box 10152 Stamford, CT 06904-2152

Please provide a copy of the requirements indicated above to your insurance carrier to ensure compliance in the preparation of the certificate. Coverage and provisions to pertain only to the project funded. Incorrect certificates will require revision and delay process.

Title Insurance. The Name of the Insured should read as follows:

"The City of Stamford acting herein by the Stamford Community Development Program, an agency of said City of Stamford, its successors and assigns, as their interest may appear."

## Title Ii insurance pro forma to be prepared by either an attorney or title insurance company.

- F. Documentation stating that your agency is in compliance with rules and regulations concerning federal and state payroll filing and such, for the 12 month period ending March 31, 2022 (see attached for compliance regulations).
- G. HUD requires a self-assessment of existing impediments for the disabled to participate in CDBG-funded programs and projects. This assessment should consider the impediments facing the disabled including the non-ambulatory, blind, deaf and mentally challenged clients. As part of the assessment, you should identify actions that your organization will take in the future to address the impediments identified.
- H. DUNS number <a href="http://fedgov.dnb.com/webform/displayHomePage.do;jsessionid=81407B1F03F2BDB123DD47">http://fedgov.dnb.com/webform/displayHomePage.do;jsessionid=81407B1F03F2BDB123DD47</a>
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In addition, sub recipients of federal funds must complete and submit an annual audit in compliance with HUD and Board of Finance Audit and Financial Statement Requirements. Audits are due no later than 6 months after the close of your fiscal year.

Please note that the Housing, Community Development and Social Services Committee of the Board of Representatives may recapture any CDBG funds that you do not expend by **June 30**, **2023.** 

Retain this email for your files. If you are not the person responsible for this program, please forward this email to the Agency staff responsible for implementation and assembly of the required documents. Please let me know who should receive future emails regarding your Agency's CDBG award(s).

Please call or email me if you have any questions or require additional information.

Please make sure your agency registration with SAM.gov is active.

Please submit materials electronically AND <u>PLEASE MAIL (ONE) ORIGINAL SET</u>

– one, complete, hard copy original set of documents is all that is required.

**Email or Send to** Arnold Knittel

Community Development Program Specialist 888 Washington Blvd 10<sup>th</sup> Floor

203-977-5731

aknittel@stamfordct.gov