



Attachment: D

GRANT CLOSEOUT AGREEMENT
For
Neighborhood Stabilization Program (specify)

Between

U.S. Department of Housing & Urban Development
(Address)

AND

Name and address of Grantee

This agreement sets forth the terms for final disposition and conditions associated with the closeout of HUD **(name of the grant program)** Grant **(Number)** provided pursuant to the grant agreement dated **(date of grant approval)**, and any applicable amendments. The **(name of grantee)** certifies that to the best of its knowledge:

- All activities as authorized by the grantee's action plan or NSP2 NOFA application and any applicable amendments have been completed as described in the grantee's final Quarterly Performance Report (QPR) in the Disaster Recovery Grant Reporting (DRGR) system dated **(date of final report)**.
- No fraud, waste or mismanagement has occurred in carrying out the grant. If fraud, waste or mismanagement has occurred, appropriate action has been taken to address it.

NSP grantees were statutorily required to use not less than 25 percent of the NSP grant (initial allocation plus program income) to house individuals or families whose incomes do not exceed 50 percent of area median income.

INSERT ONLY ONE OF THE FOLLOWING BULLETS AFTER COMPLETING THE ATTACHED WORKSHEET

- **(Name of grantee)** has expended and met a national objective with an amount equal to or greater than the total set-aside requirement for program income and the original grant, and HUD acknowledges that the grantee has met the 25 percent set aside requirement.
- **(Name of grantee)** acknowledges that it has expended and met a national objective for an amount equal to a total of 25 percent of its original NSP grant, but the grantee has not yet met this statutory requirement for all program income generated prior to closeout. **(Name**

HUD Form 40180



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

of grantee) understands that it must expend and meet a national objective in compliance with the statutory requirement for the remaining program income of \$ **(Amount from (B,5) in the worksheet)** within 3 years of the execution of this document. This amount may be made up of program income earned before or after the execution of this agreement. This provision in no way affects any other requirements of program income earned after the agreement's execution.

Further, the **(name of grantee)** hereby acknowledges the remaining obligation(s) under the terms of the grant agreement and agrees as follows:

- All of the applicable NSP regulations will apply to program income generated unless otherwise stated in the Notice of Neighborhood Stabilization Program Closeout Requirements and Recapture published on November 27, 2012 at 77 F.R. 70799.
- All records and documents pertaining to this grant will be maintained for a period of 4 years after execution of this closeout agreement, or 5 years after the completion of a project whichever may be longer. Additionally all records related to the affordability of a project must be maintained for 5 years after the affordability period comes to an end.

Insert as Applicable

- For grantees with ongoing CDBG grants, any real property within the **(name of grantee)**'s control which was acquired or improved in whole or part using NSP funds in excess of \$25,000 is governed by the principles described in 24 CFR 570.505.
- If any rehabilitated property falls within a flood plain, flood insurance coverage must be maintained for the mandatory period for affected property owners.
- Identify any contingent liabilities subject to payment after the closeout agreement is signed: _____
- A total of \$ **(amount)** in grant funds has been previously cancelled and returned to the Department on **(date)**. **OR** A total of \$ **(amount)** in grant funds will be cancelled by HUD upon execution of this closeout agreement.

HUD maintains the right to conduct future monitoring of this grant, either on site or by review of information or copies of documents requested from the **(name of grantee)**. The **(name of grantee)** acknowledges that a finding of noncompliance resulting from such a review and failure to take



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

appropriate corrective action satisfactory to HUD may be taken into account by HUD as evidence of unsatisfactory performance, in consideration of future grant awards. Further the **(name of grantee)** may be required to repay HUD any disallowed costs based on the review results of a future audit or monitoring.

For the (name of grantee):

Typed name of CEO/ Title of CEO

Date

For the Department of Housing and Urban Development:

Typed name of CPD Director

Date

HUD Form 40180





Attachment: D Worksheet

25 percent set aside worksheet for NSP Closeout Agreement

Grantee Name:

Grantee Grant Number:

Date of Closeout Execution:

	A 100%	B 25%
1	Original Grant	Total NSP Grant
		25% of total grant
2	Program Income (PI)	All PI as of date Closeout Agreement Execution
		25% of All PI as of date Closeout Agreement Execution
3	Total	Total of amounts in (A,1) and (A,2)
		Total of amounts in (B,1) and (B,2)
4	Total Amount Grantee Expended and has met National Objective towards 25 percent set aside	This amount must be more than the amount in (B,1) before the grantee can close out
5	Amount left to expend to meet the 25 percent set aside for Program Income	Subtract the amount in (B,3) from the amount in (B,4) it may be a negative number