



**U.S. Department of Housing and Urban Development**  
Northwest Office of Native American Programs  
Federal Office Building  
909 First Avenue, Suite 300, OAPI  
Seattle, WA 98104-1000

June 30, 2021

**SENT VIA ELECTRONIC MAIL**

The Honorable Thomas D. Wooten  
Tribal Chairman  
Samish Indian Nation  
PO Box 217  
Anacortes, WA 98221-0217

Dear Chairman Wooten:

**SUBJECT:** Abbreviated Indian Housing Plan Incompliance Notification  
FY 2021 Indian Housing Block Grant - American Rescue Plan (IHBG-ARP) Program  
Grant Number: 21-AH-53-13870

The Northwest Office of Native American Programs (NwONAP) is pleased to inform you that the Abbreviated Indian Housing Plan (IHP) submitted in response to the Public Indian Housing (PIH) Notice 2021-11 has been found in compliance with the requirements of Section 102 of the Native American Housing Assistance and Self-Determination Act (NAHASDA), 24 CFR Part 1000 and American Rescue Plan Act (ARP) (Public Law 117-2). Based on the IHBG formula allocation for the Samish Indian Nation, you will receive IHBG-ARP funds in the amount of **\$624,608**.

Enclosed is a grant agreement (Form HUD-52734-B Funding Approval/Agreement), including an addendum with additional terms and conditions which apply to the use of IHBG-ARP funds. Please acknowledge receipt and acceptance of the grant agreement by signing and dating the form and e-mailing one copy to NwONAP at: **Katherine.T.Wilson@hud.gov**. ***This grant agreement is being provided via e-mail in electronic format and must be returned via e-mail in electronic format.*** All documents with original signatures should be maintained in your records. Access to IHBG-ARP funding will be available through the HUD Line of Credit Control System after HUD electronically receives the signed and dated grant agreement.

NwONAP looks forward to working with you to address the COVID-19 national emergency as set forth in your Abbreviated IHP. If you have any questions, or if NwONAP can be of assistance, please contact Katie Wilson, Grants Management Specialist, at (206) 220- 6219, or by email at [Katherine.T.Wilson@hud.gov](mailto:Katherine.T.Wilson@hud.gov); or Andrea Sexton, Grants Evaluation Specialist, at (206) 220- 6165, or by email at [Andrea.R.Sexton@hud.gov](mailto:Andrea.R.Sexton@hud.gov).

Sincerely,

A handwritten signature in blue ink that reads "Thomas H. Carney".

Thomas H. Carney  
Administrator

Enclosed: Funding Approval/Agreement (HUD-52734-B) & Addendum

[www.hud.gov/codetalk](http://www.hud.gov/codetalk)

# Funding Approval/Agreement

Native American Housing Assistance and Self-Determination Act (Public Law 104-330)

Title 1 – Indian Housing Block Grant


Title IV – Federal Guarantees For Financing Tribal Housing Activities

U.S. Department of Housing and Urban Development  
Office of Native American Programs

DUNs #: **091741637**

1. Name of Recipient <b>Samish Indian Nation</b>	3. Recipient's 9-digit Tax Identification No. <b>91-0931896</b>	4. Reserved
2. Recipient's Complete Address <b>PO Box 217 Anacortes, WA 98221-0217</b>	5. Program/Grant Number <b>21-AH-53-13870</b>	6. Amount Approved <b>IHBG \$624,608</b>
		Title VI Loan Guarantee <b>\$ N/A</b>

This Grant Agreement between the Department of Housing and Urban Development (HUD) and the above named Recipient is made pursuant to the authority of the Native American Housing Assistance and Self-Determination Act of 1996 (NAHASDA) (25 U.S.C. 4101 et seq.). The Recipient's submissions for NAHASDA assistance, the NAHASDA statute (as now in effect and as may be amended from time to time), and this Funding Approval, including any special conditions, constitute the Agreement. Subject to the provisions of this Grant Agreement, HUD will make the funding assistance specified here available to the Recipient upon execution of the Agreement by the parties. The Indian Tribe has agreed to assume all of the responsibilities for environmental review, decision making, and actions as specified and required in regulations issued by the Secretary consistent with and pursuant to Section 105 of NAHASDA. (If the Indian Tribe did not agree to assume these responsibilities, these responsibilities are retained by HUD). The Recipient further acknowledges its responsibility for adherence to the Agreement by entities to which it makes funding assistance hereunder available.

<b>U.S. Department of Housing and Urban Development</b>			<b>Recipient</b>		
Name <b>Thomas H. Carney</b>			Name <b>Thomas D. Wooten</b>		
Signature 			Signature		
Title <b>Administrator</b>		Date <b>06/30/21</b>	Title <b>Tribal Chairman</b>		Date (mm/dd/yyyy)
7. Special conditions (check applicable box) a. <input type="checkbox"/> Not applicable b. <input checked="" type="checkbox"/> See attachment(s)	8a. Date HUD Received Submission <b>05/25/21</b>	9. (check one) a. <input checked="" type="checkbox"/> Orig. Funding aprvl. b. <input type="checkbox"/> Amendment c. Amendment Number		10. Amount of Community Development Block Grant a. Funds Reserved <b>for this Recipient \$624,608</b> b. Funds Now Being <b>Approved \$624,608</b> c. Reservation to be Cancelled (a minus b) <b>-0-</b>	
8b. Date Recipient Notified <b>06/23/21</b>		8c. Date of Start of Program Year <b>04/22/2021</b>			

11. (This section is to be completed only if a Tribally Designated Housing Entity [TDHE] is the recipient of the loan guarantee but it is not the IHBG recipient)

11a. Name & Address of TDHE

### Loan Guarantee Acceptance Provisions for Tribally Designated Housing Entities (TDHE)

The Tribally Designated Housing Entity hereby accepts the Grant Agreement executed by the Department of Housing and Urban Development (HUD) on the above date with respect to the above program grant number(s) as Recipient 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.

11b. Authorized Representative      Name       N/A        
 Title       N/A        
 Signature       N/A        
 Date (mm/dd/yyyy)       N/A      

**HUD Accounting Use Only (show all dates as mm/dd/yyyy)**

Batch	TAC	Program	Y	A	Reg.	Area	Document No.	Project No.	Category	Amount	Effective Date
	153 176										
Date Entered PAS	Date Entered LOCCS	Batch Number	Transaction Code	Entered by	Verified by						

## **IHBG-ARP Grant Agreement Addendum**

This Indian Housing Block Grant (IHBG) American Rescue Plan (ARP) Grant Agreement Addendum is attached to, and is part of, the Funding Approval/Agreement (HUD-52734-B) (Grant Agreement) executed by the IHBG-ARP Recipient. This Grant Agreement Addendum includes terms and conditions applicable to IHBG-ARP grants provided pursuant to the American Rescue Plan Act of 2021 (ARP) (Public Law 117-2). Additionally, as of August 13, 2020, all new grant agreements are required to include the terms established in 2 CFR §200.211. The HUD-52734-B Funding Agreement has not yet been updated to include all the required terms. Accordingly, these required terms are also provided below.

### **Federal Award Project Description:**

Pursuant to the ARP, the Recipient has been awarded an IHBG-ARP grant to prevent, prepare for, and respond to Coronavirus Disease 2019 (COVID-19), including to maintain normal operations and fund eligible affordable housing activities under the Native American Housing Assistance and Self-Determination Act (NAHASDA) during the period that the Recipient's IHBG program is impacted by COVID-19.

**Recipient Name:** Samish Indian Nation

**Recipient's Unique Entity Identifier: #:** 091741637

**Recipient's Unique Federal Award Assistance Number (FAIN):** 21-AH-53-13870

**Period of Performance Start and End Date:** 04/22/2021-9/30/2026

**Budget Period Start and End Date:** 04/22/2021 - 9/30/2026

**CFDA Number and Name:** 14.867 – Indian Housing Block Grant (IHBG) Program

### **TERMS AND CONDITIONS**

This Grant Agreement is subject to the following terms and conditions:

#### **1. Applicable Statutory and Regulatory Requirements**

IHBG-ARP recipients are required to comply with all of the applicable laws, regulations and program requirements, including the ARP, NAHASDA, the IHBG program regulations in 24 CFR Part 1000, and PIH Notice 2021-11 (IHBG-ARP Implementation Notice), as now in effect and as may be amended from time to time, and any other program requirements, waivers, and alternative requirements that HUD may issue in the future with respect to the IHBG-ARP grant funds provided under this Grant Agreement.

The Recipient must comply with the applicable requirements at 2 CFR part 200 that are incorporated by the program regulations, as may be amended from time to time. Where any previous or future amendments to 2 CFR part 200 replace or renumber sections of part 200 that are cited specifically in the program regulations, activities carried out under the grant after the effective date of the part 200 amendments will be governed by the part 200 requirements as replaced or renumbered by the part 200 amendments.

## **2. Reimbursement of Allowable Costs Incurred by Recipient Prior to Award**

In accordance with the ARP, recipients may use IHBG-ARP grant funds to reimburse allowable costs to prevent, prepare for, and respond to COVID-19 that were incurred by the Recipient beginning January 22, 2020.

## **3. IHBG-ARP Reporting Requirements**

The recipient must report on its IHBG-ARP award separately from regular IHBG Formula, IHBG Competitive or IHBG-CARES awards on the Abbreviated APR (Form HUD-52737).

Existing reporting requirements are anticipated to meet the requirements of ARP, but the content, format, and frequency for ARP reporting is still being considered. If additional reporting is required, HUD will work to ensure that the reporting requirements can be fulfilled by recipients of IHBG-ARP funding in a manner that utilizes to the greatest extent possible existing reporting streams and provides the necessary transparency and accountability with minimal additional burden. If additional reporting is necessary, further requirements will be released by HUD as soon as possible.

The Recipient must ensure that, throughout its implementation of this grant, it will collect the information required in PIH Notice 2021-11 (IHBG-ARP Implementation Notice) and any additional requirements established by HUD in the future. Recipients must submit a post-award reports within the timeframes established by HUD.

### **a. IHBG-ARP Annual Performance Report (IHBG-ARP APR) (HUD-52737)**

In accordance with 24 CFR 1000.514, the ARP, and PIH Notice 2021-11 (IHBG-ARP Implementation Notice), the Recipient is required to submit information regarding its expenditure of its IHBG-ARP grant annually in an Abbreviated APR (Form HUD-52737). Recipients will be required to submit a final APR within 90 days after the IHBG-ARP grant is fully expended, in accordance with HUD reporting requirements.

### **b. Federal Financial Report (SF-425)**

The Recipient is required to submit SF-425 reports to its Area ONAP within 30 days after the end of each quarter of its program year. A final SF-425 must be submitted within 90 days after the IHBG-ARP grant is fully expended, in accordance with HUD reporting requirements. The SF-425 must record and track IHBG-ARP revenues and expenditures, capture anticipated obligations of IHBG-ARP funds, and report on program income, if any.

## **4. Prohibition Against Investment of IHBG-ARP Funds**

In accordance with PIH Notice 2021-11, IHBG-ARP funds may not be invested pursuant to section 204(b) of NAHASDA. Drawing down funds for investment in securities and long-term interest-bearing accounts is prohibited.

## **5. Indirect Cost Rate**

In accordance with 2 CFR § 200.414, recipients are subject to the indirect cost rate negotiated with their respective cognizant agencies. Recipients whose indirect cost rates change must submit the new indirect cost rate and documentation to HUD.

Recipients that have never received a negotiated indirect cost rate can elect to charge a de minimis (minimum) rate of 10% of modified total direct costs, which may be used indefinitely.

Program costs must be consistently charged as either indirect or direct costs but may not be double charged or inconsistently charged as both. Once elected, the de minimis rate must be applied consistently for all Federal awards until the recipient chooses to negotiate for a rate, which the recipient may apply to do at any time. Documentation of this decision to use the de minimis rate must be retained on file for audit purposes.

## **6. Duplication of Benefits**

Duplication of benefits occurs when Federal financial assistance is provided to a person or entity through a program to address losses resulting from a Federally-declared emergency or disaster, and the person or entity has received (or would receive, by acting reasonably to obtain available assistance) financial assistance for the same costs from any other source (including insurance), and the total amount received exceeds the total need for those costs.

Before expending IHBG-ARP grant funds on any eligible activity, the Recipient must ensure that no insurance proceeds or other financial assistance has been received or is available to pay costs intended to be charged to the IHBG-ARP grant.

## **7. Recipient Integrity and Performance Matters:**

If the IHBG-ARP grant is more than \$500,000, the recipient is subject to the requirements of Appendix XII of 2 CFR part 200.

## **8. Environmental Review**

The recipient is required to complete an environmental review, in accordance with the requirements of 24 CFR §§ 1000.18-1000.24, and an environmental review must be completed before funds are released. A grantee can assume environmental responsibilities under 24 CFR part 58 or decline to assume environmental responsibilities and request HUD perform the review under 24 CFR part 50, in accordance with 24 CFR § 1000.20(a). An environmental review, all required notifications, and approval of the Request for Release of Funds and Certification when applicable under 24 CFR part 58 or HUD's approval of the project or activity under 24 CFR part 50, must be completed before a recipient may commit HUD or non-HUD funds, or take any other choice limiting action, including but not limited to real property acquisition, demolition, disposition, rehabilitation, repair, new construction, site preparation or clearance, ground disturbance, and leasing. Any mitigating/remedial measures required by the responsible entity (or HUD) must be carried out. Environmental review resources including training, guidance, forms, sample letters and worksheets are available on the HUD Exchange at: <https://www.hudexchange.info/programs/environmental-review/>.