## Disclaimer -

## As Community Project Funding (CPF) non-profit grantees work to identify a Responsible Entity (RE) to complete a Part 58 environmental review for their project, REs might ask for a formal agreement to be in place to provide the service to the non-profit. A Memorandum of Agreement for Part 58 environmental review support by an RE to a non-profit is not a requirement. This sample MOA may be used as a document to formalize RE responsibility for environmental requirements, at the request of the RE.

# Sample MOA between a Responsible Entity and CPF Non-profit Grantee

THIS AGREEMENT (“Agreement”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_, 2022, between the *City of Any Responsible Entity* (“City”) and the *CPF Non-profit Grantee* (“CPF Grantee”) in *City of XYZ.*

WHEREAS, the CPF Grantee is a recipient of a grant for the Economic Development Initiative for the purpose of Community Project Funding/Congressionally Directed Spending for the XYZ project (“the Project”); and

WHEREAS, such projects and activities receiving federal financial assistance are subject to the provisions of the National Environmental Policy Act of 1969 (“NEPA”) and implementing regulations of the Council on Environmental Quality, including but not limited to the regulations at 40 CFR Parts 1500-1508, and implementing regulations of the U.S. Department of Housing and Urban Development (“HUD”), including but not limited to HUD’s regulations at 24 CFR Part 58; and

WHEREAS, pursuant to 24 CFR § 58.2(a)(7)(ii)(C), where the recipient of federal financial assistance is a non-profit, a unit of local government where the project is located is authorized to assume environmental review obligations as the Responsible Entity; and

WHEREAS, the City certifies that is it authorized to: (1) assume the responsibility of HUD as the Federal decision-making entity under NEPA and each provision of law designated in the NEPA-related laws in 24 CFR § 58.5, and to accept jurisdiction of the Federal courts for enforcement of the environmental review responsibilities applicable to the Project; and (2) assume HUD’s responsibility for environmental review, decision making and action, including executing the certification portion of HUD’s Request for Release of Funds and Certification for the Project as set forth in 24 CFR Part 58; and

WHEREAS, for the purposes of expediting project development, the CPF Grantee has requested the City to act as the Responsible Entity with respect to the Project; and

WHEREAS, upon the conditions and provisions set forth in this Agreement, the City is willing to act as the Responsible Entity with respect to said project.

NOW THEREFORE, in consideration of the mutual promises and terms and conditions set forth below, the CPF Grantee and City do hereby agree as follows:

Article 1. DUTIES AND RESPONSIBILITIES

Section 1.1 City’s Duties/Services and Responsibilities

1. The City will perform and/or manage the environmental review and prepare all necessary documentation in support of the environmental review record for the Project and any necessary accompanying documents, in full compliance with:
   1. HUD’s “Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities” (24 CFR Part 58);
   2. Section 102 of NEPA;
   3. Related provisions of the Council on Environmental Quality regulations contained in 40 CFR Parts 1500 through 1508; and
   4. All other applicable Federal and State Regulations.
2. Where appropriate and necessary in the environmental review process, the City will issue a finding of no significant impact or finding of significant impact, determine whether to hold public hearings, prepare records of decision, issue notices of intent to request release of funds and/or notices of findings of no significant impact, and prepare and send to CPF Grantee requests for release of funds for submission to HUD, along with a description of any conditions that must be adhered to in carrying out the project.

Section 1.2 CPF Grantee’s Duties and Responsibilities

1. The CPF Grantee shall, at the Grantee’s expense, provide the City will all available project and environmental information which the City may reasonably request in connection with the City’s activities pursuant to this Agreement, including, without limitation, all existing relevant information and any reports of investigation or study which, in the City’s opinion, should be undertaken or may be reasonably required to conduct an appropriate environmental review consistent with laws and regulations.
2. The CPF Grantee will provide the City with documentation that adequately describes the full scope of the subject project, and a project budget that includes federal and non-federal funding sources.
3. The CPF Grantee shall promptly reimburse the City for its actual reasonable expenses incurred for performing its functions under this Agreement, including, but not limited to:
   1. The costs of publishing notices
   2. Necessary travel expenses
   3. The fees and expenses of experts, consultants and outside services retained by the City
   4. City’s staff time devoted to performance of the City’s function under this agreement; and
   5. The actual costs incurred associated with any surveys or investigations.
4. The CPF Grantee shall have the responsibility to monitor the environmental mitigation required under the project’s environmental grant conditions specified in the Part 58 environmental review and shall advise the City of any proposed change in the project scope or any change in the environmental conditions.
5. The CPF Grantee will communicate to all stakeholders of the project that an environmental review must be completed, and HUD must approve a Request for Release of Funds for the project before any partner or stakeholder in the project makes any additional choice limiting actions after the Letter of Invitation was issued by HUD.

Article 2. TERM OF AGREEMENT

Article 3. CONDITIONS

Article 4. COMMUNICATION

Signatures