Funding Approval/Agreement
Title I of the Housing and Community
Development Act (Public Law 930383)
HJ 00515P of 20515P

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

OMB Approval No. 2506-0193

HI-00515R of 20515R		ONID Approval No. 2500-0195
Name of Grantee (as shown in item 5 of Standard Form 424)	3a. Grantee's 9-digit Tax ID Number	3b. Grantee's 9-digit DUNS Number
Broward County	596000531	066938358
2. Grantee's Complete Address (as shown in item 5 of Standard Form 424)	Date use of funds may begin	
Housing and Community Redevelopment Division	10/01/2020	
110 N.E. 3 rd Street, Suite 300	5a. Project/Grant No. 1	6a. Amount Approved
Ft. Lauderdale, FL 33301	B-20-UC-12-0001	\$2,828,381
	5b. Project/Grant No. 2	6b. Amount Approved
Court Assessment This Court Assessment I store the December of Street	the Development (IIIID) and the above and all Countries are	

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, 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. Preagreement 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.

Approval. The Grantee agrees to assume all of the responsibilities pursuant to Section 104(g) of Title I and published in 24 CFR Part 5									
makes funding assistance hereunder available.			1 0	-t N	/Ott1Oi-	-4:\			
U.S. Department of Housing and Urban Development (By Name) Ann D. Chavis			Grantee Name (Contractual Organization) Broward County						
Title			Title						
CPD Director									
Signature	Date		Sign	Signature				Date	
×		09/23/2020	<u>×</u>				-		
7. Category of Title I Assistance for this Funding Action:	8. Special Conditions				HUD Received Subr	10. check or			
Entitlement, Sec 106(b)	(check one) ☐ None ☐ Attached			8/14/2020 9b. Date Grantee Notified 09/23/2020			☑ a. Orig. FundingApproval☑ b. Amendment		
					of Start of Program \		— Amendment Number		
	11 Amount	t of Community Dev	elopment				ļ		
	Block	Grant		- 1	FY (2020)	(2020) FY (20		2019)	
	a. Fur	nds Reserved for this	s Grantee		\$2,828,270		\$ 111		
	b. Fur	nds now being Appro	oved						
		servation to be Cand	elled						
12a Amount of Long Currentee Commitment new being Approved	(1	1a minus 11b)	and complet	o Addross	of Public Agency				
12a. Amount of Loan Guarantee Commitment now being Approved N/A		N/A	and complet	e Address	of Fuolic Agency				
Loan Guarantee Acceptance Provisions for Designated Agencies The public agency hereby accepts the Grant Agreement executed by of Housing and Urban Development on the above date with respect to number(s) as Grantee designated to receive loan guarantee assistant comply with the terms and conditions of the Agreement, applicable other requirements of HUD now or hereafter in effect, pertaining to provided it.	the Departm the above goe, and agree regulations,	es to and 12c. Name	of Authorize	d Official fo	r Designated Public A	gency			
HUD Accounting use Only								Effective Date	
Batch TAC Program Y A Reg Area Do	cument No.	Project Numb	er	Category	/ Am	ount		(mm/dd/yyyy)	F
1 5 3 Y		Project Numb	er		Am	- ount			
		Denis - 4 Mis. 1							
Y		Project Numb			Am	ount			
Date Entered PAS (mm/dd/yyyy) Date Entered LOCCS (mm/dd/yy	уу)	Batch Number	<u></u>	Transaction	Code	Entered By		Verified By	

Broward County CDBG- Grant Number: B-20-UC-12-0001

8. Special Conditions.

- (a) The period of performance for the funding assistance specified in the Funding Approval ("Funding Assistance") shall begin on the date specified in item 4 and shall end on September 1, 2027. The Grantee shall not incur any obligations to be paid with such assistance after September 1, 2027.
- (b) The Recipient shall attach a schedule of its indirect cost rate(s) in the format set forth below to the executed Agreement that is returned to HUD. The Recipient shall provide HUD with a revised schedule when any change is made to the rate(s) described in the schedule. The schedule and any revisions HUD receives from the Recipient shall be incorporated herein and made a part of this Agreement, provided that the rate(s) described comply with 2 CFR part 200, subpart E.

Administering		Direct
Department/Agency	Indirect cost rate	Cost Base
	%	

Instructions: The Recipient must identify each agency or department of the Recipient that will carry out activities under the grant, the indirect cost rate applicable to each department/agency (including if the de minimis rate is used per 2 CFR §200.414(f)), and the type of direct cost base to which the rate will be applied (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rates for subrecipients.

- (c) In addition to the conditions contained on form HUD 7082, 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 System for Award Management (SAM.gov.); the Federal Funding Accountability and Transparency Act as provided in 2 CFR part 25, Universal Identifier and General Contractor Registration; and 2 CFR part 170, Reporting Subaward and Executive Compensation Information.
- (d) The grantee shall ensure that no CDBG funds are used to support any Federal, State, or local projects that seek to use the power of eminent domain, unless eminent domain is employed only for a public use. For the purposes of this requirement, public use shall not be construed to include economic development that primarily benefits private entities. Any use of funds for mass transit, railroad, airport, seaport or

Broward County CDBG- Grant Number: B-20-UC-12-0001

highway projects as well as utility projects which benefit or serve the general public (including energy-related, communication-related, water-related and wastewater-related infrastructure), other structures designated for use by the general public or which have other common-carrier or public-utility functions that serve the general public and are subject to regulation and oversight by the government, and projects for the removal of an immediate threat to public health and safety or brownfield as defined in the Small Business Liability Relief and Brownfields Revitalization Act (Public Law 107–118) shall be considered a public use for purposes of eminent domain.

- (e) The Grantee or unit of general local government that directly or indirectly receives CDBG funds may not sell, trade, or otherwise transfer all or any such portion of such funds to another such entity in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Act.
- (f) E.O. 12372-Special Contract Condition Notwithstanding any other provision of this agreement, no funds provided under this agreement may be obligated or expended for the planning or construction of water or sewer facilities until receipt of written notification from HUD of the release of funds on completion of the review procedures required under Executive Order (E.O.) 12372, Intergovernmental Review of Federal Programs, and HUD's implementing regulations at 24 CFR Part 52. The recipient shall also complete the review procedures required under E.O. 12372 and 24 CFR Part 52 and receive written notification from HUD of the release of funds before obligating or expending any funds provided under this agreement for any new or revised activity for the planning or construction of water or sewer facilities not previously reviewed under E.O. 12372 and implementing regulations.
- (g) CDBG funds may not be provided to a for-profit entity pursuant to section 105(a)(17) of the Act unless such activity or project has been evaluated and selected in accordance with Appendix A to 24 CFR 570 "Guidelines and Objectives for Evaluating Project Costs and Financial Requirements." (Source P.L. 113-235, Consolidated and Further Continuing Appropriations Act, 2015, Division K, Title II, Community Development Fund).

Page 4 of 7 U.S. Department of Housing and Urban Development Office of Community Planning and Development

Funding Approval and HOME Investment Partnerships Agreement Title II of the National Affordable Housing Act

Participant Name and Address	2. Grant Nun					
Broward County	M20-DC12	0201 fication Number	mber 3b. Unique Entity Identifier (formerly DUNS)			
Housing and Community Redevelopment Division	59600053		066938358	I		
110 N.E. 3rd Street, Suite 300						
Ft. Lauderdale, FL 33301		4. Appropriation Number 5. FY 2020				
6. Previous Obligation (Enter "0" for initial FY allocation)			\$0.00)		
a.t Formula Funds		\$3,855,021				
b. Community Housing Development Org. (CHDO) Competitive	9					
7. Current Transaction (+ or -)			\$3,85	55,021		
a.t Formula Fundst		\$3,855,021				
1.tCHDO (For deobligations only)	•	\$				
2. Non- CHDO (For deobligations only)		\$	1.50			
b. CHDO Competitive Reallocation or Deobligation		\$				
8. Revised Obligation			\$			
a. Formula Funds		\$	2832			
b. CHDO Competitive Reallocation		\$	5,30,50			
9. Special Conditions (check applicable box)t		10. Date of Obligat	ion (HUD Official's D	ate of Signature)		
Not applicable ☐ Attached		09/23/2020				
11.tIndirect Cost Rate*		12. Period of Perfori	mance			
Administering Agency/Dept. Indirect Cost Rate Direct	t Cost Base	Date in Box #10 - 09/01/2028				
<u>NA</u> %	* If fund	ding assistance will be	used for payment of inc	lirect costs pursuant to 2 CFR		
<u>NA</u> %	200, S	ubpart E-Cost Principl	es, provide the name	of the department/agency, its		
<u>NA</u> %		, -		ged per 2 § CFR 200.414), and Do not include cost rates for		
<u>NA</u> %	subrec					
This Agreement between the Department of Housing and Urban Develop Investment Partnerships Act (42 U.S.C. 12701 et seq.). The Participating Juris CFR Part 92 (as is now in effect and as may be amended from time to time) are constitute part of this Agreement. Subject to the provisions of this Agreement, upon execution of this Agreement by the parties. All funds for the specified Fis an amendment by HUD, without the Participating Jurisdiction's execution of Participating Jurisdiction's/Entity's compliance with HUD's electronic funds trans by HUD regulations at 24 CFR Part 92, HUD may, by its execution of an a Participating Jurisdiction's/Entity's execution of the amendment or other cons CFR Part 92 are repayable when the housing no longer qualifies as affordab agrees to assume all of the responsibility for environmental review, decision in The Grantee shall comply with requirements established by the Office of Management (SAM) requirements in Appendix A to 2 CFR part 25, and the February and the standard of Performance for the funding assistance shall begin on the dependent of the advantage of the standard of the stand	sdiction's /Entity's appind this HOME Investment HUD will make the fur scal Year provided by the amendment or other amendment, deobligate sent. The Participating le housing. Repayment and Bud ederal Funding Account date specified in item 1 specified and thereafter in the House of the second and the second	roved Consolidated Plai ent Partnership Agreem ds for the Fiscal Year s HUD by formula realloo ther consent. HUD's pa eporting procedures issue funds previously awa g Jurisdiction/Entity ago at shall be made as spe is specified and required get (OMB) concerning to tability and Transparer 2 and shall end on Sep not available for obligati	n submission/Application nent, form HUD-40093, in pecified, available to the cation are covered by this yment of funds under the under t	and the HUD regulations at 24 actuding any special conditions, Participating Jurisdiction/Entity and Agreement upon execution of a subject to the 2.502. To the extent authorized a Jurisdiction/Entity without the affordable housing under 24 and 2. The Participating Jurisdiction 92.352 and 24 CFR Part 58. System and System for Award adix A to 2 CFR part 170. I year after the expiration of the		
The grantee shall not incur any obligations to be paid with such assistance aft 13. For the U.S. Department of HUD (Name and Title of Authorized		14.tSignature		15. Date		
Ann D. Chavis, Director CPD	,	Jh.		09/23/2020		
16. For the Participating Jurisdiction/Entity (Name and Title of Author	orized Official)	17. Signature		18. Date / /		
		<u>×</u>				
19. Check one:	Amount \$3,824,613 \$5,567 \$24,841					

Funding Approval/Agreement

CEDA Number 14 231

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

U.S. Department of Housing and Urban Development

Office of Community Planning and Development

Of DA Number 14.251							
Recipient Name and Address Housing and Community Redevelopment Division 110 N.E. 3rd Street, Suite 300 Ft. Lauderdale, FL 33301				Unique Federal Award Identification Number: E-20-UC-12-0001			
			3. Tax Identification Number: 596000531				
			4. Unique Entity Identifier (DUNS): 066938358				
5. Fiscal Year : 2020			•				
6. Previous Obligation (Enter "0" for initial Fiscal Year allocation) \$		\$ 0	0				
7. Amount of Funds Obligated or Deobligated by This Action (+ or -) \$		\$239,	\$239,140				
8. Total Amount of Federal Funds Obligated		\$239,140					
9. Total Required Match: \$							
10. Start Date of Recipient's Program Year 10/01/2020	11. Date HUD Rece Consolidated Plan 08/14/2020		Plan S	Submission		12. Period of Performance Start Date (the date listed in Box 18) 09/23/2020	
13. Type of Agreement (check applicable box) Initial Agreement (Purpose #1 – Initial Fiscal Year allocation)			14. Special Conditions and Requirements ☐ Not applicable ☐ Attached				
 ☐ Amendment (Purpose #2 – Deobligation of funds) ☐ Amendment (Purpose #3 – Obligation of additional funds) 			15. Period of Performance End Date (24 months after the date listed in Box 18) (mm/dd/yyyy) 09/22/2022				
One and Town and One distance This Asse		<u> </u>		415 - 1.1.O. D.			

General Terms and Conditions: This Agreement between the U.S. 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.) and is subject to the applicable annual appropriations act. 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. The funds may be used for costs incurred before the Period of Performance, provided the costs are otherwise allowable and were incurred on or after the dates listed in box 10 and box 11 or 90 calendar days before the date in box 12 (whichever is later), or as provided in a prior written approval by HUD. The Recipient agrees to assume all of the responsibilities with respect to environmental review, decision making, and action required under the HUD regulations at 24 CFR Part 58. Nothing in this Agreement shall be construed as creating or justifying any claim against the federal government or the Recipient by any third party. Without the Recipient's execution of an amendment or other consent, HUD may amend this Agreement either to provide additional funds to the Recipient for the specified Fiscal Year or to deobligate funds under this Agreement in accordance with applicable law.

16. For the U.S. Department of HUD (Name, Title, and Contact Information of Authorized Official) Ann D. Chavis, CPD Director	17. Signature	18. Federal Award Date 09/23/2020
19. For the Recipient (Name and Title of Authorized Official)	20. Signature	21. Date / /

Funding Information (HUD Accounting Use Only):

PAS Code: HAES Appropriation: 00192 Appro Symbol: F Region: 04 Office: (Miami) Program Code: SOE Allotment: 868

Broward County

Grant No.: E-20-UC-12-0001

Special Conditions and Requirements for FY 2020 ESG Program

Indirect Cost Rate

The Recipient shall attach a schedule of its indirect cost rate(s) in the format set forth below to the executed Agreement that is returned to HUD. The Recipient shall provide HUD with a revised schedule when any change is made to the rate(s) described in the schedule. The schedule and any revisions HUD receives from the Recipient shall be incorporated herein and made a part of this Agreement, provided that the rate(s) described comply with 2 CFR part 200, subpart E.

<u>Instructions:</u> The Recipient must identify each agency or department of the Recipient that will carry out activities under the grant, the indirect cost rate applicable to each department/agency (including if the de minimis rate is used per 2 CFR §200.414(f)), and the type of direct cost base to which the rate will be applied (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rates for subrecipients.

Indirect cost rate	Direct <u>Cost Base</u>
% % %	
	% %

Grant No.: E-20-UC-12-0001

Broward County

Recipient Integrity and Performance Matters

(applicable if the amount in Box 8 of the Agreement is greater than \$500,000)

The Recipient shall comply with the requirements in Appendix XII to 2 CFR part 200—Award Term and Condition for Recipient Integrity and Performance Matters.