



CITY MANAGER'S OFFICE

CITY MANAGER SIGNATURE REQUEST ROUTING FORM

Rev: 14 | Revision Date: 12/18/2025

SECTION 1 | SUMMARY INFORMATION

Date: 1/30/2026

☐ Commission Agenda Item ☐ Letter to the Commission (LTC) ☐ Letter to External Stakeholder(s) ☐ Other Document

Document Title/Purpose: Amendment to Deobligate HOME Investment Partnership Funds
M-17-MC-120205

Commission Meeting Date: 7-11-17 CAM #: 17-0822 Item #: PH-1

CAM attached: ☒ Yes ☐ No Action Summary Attached: ☒ Yes ☐ No CIP FUNDED: ☐ Yes ☐ No

Community Investment Plan (CIP) Project defined as having a life of at least 10 years and a cost of at least \$100,000 and shall mean improvements to real property (land, buildings, or fixtures) that add value and/or extend useful life, including major repairs such as roof replacement. Term "real property" includes land, real estate, realty, or real.

SECTION 2 | REQUESTOR (CHARTER OFFICE/DEPARTMENT)

Charter Office: CAO Router Name: Seica H. Ext: 6088

Department: CSD-HCD Router Name: Rachel Williams Ext: 5391

Department Approval (Director/Chief): Name Porshia L. Garcia Init RH Date: 2/2/2026

*Return Document To: Rachel Williams Department: CSD-HCD Ext: 5391

*REMINDER: Once review and signature at the last level of government (Federal, State, County) is complete, scan the final record copy and send to the City Clerk's Office.

Scan Date: _____ Attach Certified Resolution #: _____ Original form route to CAO: ☐ Yes ☐ No

THE FOLLOWING SECTIONS ARE FOR CHARTER OFFICE USE ONLY

SECTION 3 | CITY ATTORNEY'S OFFICE (CAO): CAO signed/routed Required ☐ Yes ☐ No

Is the attached Granicus document final? ☐ Yes ☐ No Number of Originals Attached: _____

Attorney's Name: Lynn Schmidt Approved as to Form: ☐ Yes ☐ No Initials: Lynn Schmidt

Route to: Finance (if applicable) Date: _____ Route to: CCO Date: 2-3-26

SECTION 4 | CITY CLERK'S OFFICE (CCO)

City Clerk Office Receive and Scan Date: _____ Number of Originals: 1

Route to CMO Date: 02/04/26 Route to Mayor Date: _____

SECTION 5 | CITY MANAGER'S OFFICE (CMO)

LOG #: FE024 Date Received: 2/5/26 Received From: CCO

To CM/ACM: ☐ R. Williams ☒ C. Cooper ☐ Y. Matthews ☐ Q. Pough ☐ B. Rogers

Approved Init.: [Signature] for continuous routing to Rickelle Williams, City Manager/Executive Director

Disapproved: _____ Comments: _____

CMO Executive Assistant Route to: CCO | HR | OMB | Other: _____ Date: 2/9/26 Initial: APD



CITY MANAGER'S OFFICE

CITY MANAGER SIGNATURE REQUEST ROUTING FORM

Rev: 14 | Revision Date: 12/18/2025

INSTRUCTIONS ***(THIS PAGE IS NOT REQUIRED FOR ROUTING SUBMISSION)***

The routing process ensures that all appropriate Charter Offices, Departments, and Divisions review and approve the document before it reaches the city manager's office for signature. Please complete the applicable section(s) and attach as the first page of documents that require the City Manager's signature. All sections must be accurately completed and approvals secured from each charter office and department.

SECTION 1 | SUMMARY INFORMATION

- Enter the current date at the top.
- Check the appropriate box to indicate the type of item {Commission Agenda Item (CAM), Letter to the Commission (LTC), Letter to an External Stakeholder, or Other Documents}.
- Provide the Document Title and clearly state its purpose.
- Enter the Commission Meeting Date, CAM #, and Item #, if applicable.
- Check whether the CAM is attached and if the Action Summary is attached.
- Indicate if the project is CIP funded by checking Yes or No. CIP projects must have a life of at least 10 years and a cost of \$100,000+.

SECTION 2 | REQUESTOR (CHARTER OFFICE AND/OR DEPARTMENT)

- Enter the Charter Office name, Router Name, and Extension.
- Enter the Department name, Router Name, and Extension.
- Provide the approving Director/Chief's printed name, initials, and the date of approval.
- Provide the name, department, and extension of the person receiving the final approved document.
- Enter the scan date.
- Check Yes or No for attaching a certified resolution and include the number if applicable.
- Route the final form to CAO if required.
- A copy of the record must be scanned and sent to the City Clerk's Office after final government-level approval.

SECTION 3 | CITY ATTORNEY'S OFFICE (CAO)

- Indicate if CAO signature/routing is required by checking Yes or No.
- Check if the attached Granicus document is final.
- State the number of originals attached.
- Enter the reviewing attorney's name and whether the document is approved as to form.
- Initial and date as appropriate.
- Provide routing dates to Finance and CCO, if applicable.

SECTION 4 | CITY CLERK'S OFFICE (CCO)

- Initial upon receipt and scanning by the CCO.
- Indicate the number of original documents received.
- Provide routing dates to CMO and the Mayor, if applicable.

SECTION 5 | CITY MANAGER'S OFFICE (CMO)

- Enter the CMO log number and date received.
- List who the document was received from.
- Check the name of the receiving CM/ACM.
- Include initials for approval or disapproval, and any related comments.
- Provide the return dates to the CCO and Commission Assistant.



December 14, 2017

Ms. Ann Chavis
Director
U.S. Housing and Urban Development (HUD)
Office of Community Planning & Development
Miami Field Office
Brickell Plaza Federal Building
909 SE First Avenue, Rm. 500
Miami, FL 33131-3042

RE: Executed FY 17-18 Community Development Block Grant (CDBG), HOME and Housing Opportunities for Persons with AIDS (HOPWA) Grant Agreements

Dear Ms. Chavis,

Enclosed you will find two executed originals for each grant. Should you need further information, please contact my office through Mario DeSantis, Acting Housing and Community Development Program Manager, at (954) 828-4775 or mdesantis@fortlauderdale.gov.

The City looks forward to the continued partnership with HUD in addressing affordable housing, homelessness care, and economic opportunities for very low income and low income persons.

Sincerely,

Lee R. Feldman, ICMA-CM
City Manager

C: Stanley Hawthorne, Assistant City Manager
Mario DeSantis, Acting Housing and Community Development Program Manager

Office of the City Manager

100 North Andrews Avenue, Fort Lauderdale, Florida 33301

Telephone (954) 828-5013, Fax (954) 828-5599

www.fortlauderdale.gov



COMMISSION AGENDA ITEM
DOCUMENT ROUTING FORM

Today's Date: Monday 12/11/2017

DOCUMENT TITLE: HUD Grant Agreements

COMM. MTG. DATE: NA CAM #:NA ITEM #: NA CAM attached: ☐ YES ☒ NO

Routing Origin: Router Name/Ext: Action Summary attached: ☐ YES ☒ NO

CIP FUNDED: ☐ YES ☐ NO

Capital Investment / Community Improvement Projects defined as having a life of at least 10 years and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, or fixtures) that add value and/or extend useful life, including major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, or real.

2) City Attorney's Office: Documents to be signed/routed? ☐ YES ☒ NO # of originals attached: _____

Is attached Granicus document Final? ☐ YES ☐ NO Approved as to Form: ☐ YES ☐ NO

Date to CCO: _____
Attorney's Name Initials

3) City Clerk's Office: # of originals: 0 Routed to: Kerry A/CMO/x5013 Date: _____

4) City Manager's Office: CMO LOG #: DEC-36 Document received from: HCD 12/11/17

Assigned to: L. FELDMAN ☐ S. HAWTHORNE ☒ C. LAGERBLOOM ☐
L. FELDMAN as CRA Executive Director ☐

☒ APPROVED FOR LEE FELDMAN'S SIGNATURE ☐ N/A FOR L. FELDMAN TO SIGN

PER ACM: S. HAWTHORNE SH (Initial/Date) C. LAGERBLOOM _____ (Initial/Date)

☒ PENDING APPROVAL (See comments below)

Comments/Questions: TITLE AND NATE PLACES FOR CITY
TX MANAGER ARE BACK; HCD STAFF SHOULD ENSURE

Forward _____ originals to ☐ Mayor ☐ CCO Date: 12.13.17 FOR COMPLETENESS.

5) Mayor/CRA Chairman: Please sign as indicated. Forward _____ originals to CCO for attestation/City seal (as applicable) Date: _____

INSTRUCTIONS TO CITY CLERK'S OFFICE

City Clerk: Retains 0 original and forwards 3 originals to: Mari DeSantis HCD x4775

Attach _____ certified Reso # _____ ☐ YES ☐ NO Original Route form to CAO

TO HCD 12/13/2017
KA



CITY OF
FORT LAUDERDALE
FLORIDA

MEMORANDUM

To: Lee R. Feldman, ICMA-CM, City Manager
From: Mario DeSantis, Acting Housing and Community Development Program Manager *me*
Date: Monday December 11, 2017
RE: FY 2017-18 HUD Grant Agreements

Enclosed you will find:

1. HUD 's approval of the FY 2017 Annual Action Plan; and
2. Three originals of each of the required grant agreements.

Please review and sign the designated nine pages.

Two originally executed agreements will be sent to HUD and HCD will retain one original. Additionally, HCD will send a copy of the executed agreement to the appropriate City staff for their records.

Should you require further information, please feel free to contact me at x4775.

CITY MANAGER'S OFFICE
Housing & Community Development (HCD) Division
700 N.W.19TH AVENUE, FORT LAUDERDALE, FLORIDA 33311 | (954) 828-6520
www.fortlauderdale.gov



U.S. Department of Housing and Urban Development
Community Planning and Development Division
Region IV, Miami Field Office
Brickell Plaza Federal Building
909 SE First Avenue, Rm. 500
Miami, FL 33131-3042

NOV15'17

October 20, 2017

Mr. Lee Feldman
City Manager
City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, FL 33301

Dear Mr. Feldman:

SUBJECT: City of Fort Lauderdale
Action Plan Program Year 2017 Approval

We are pleased to approve your one-year Action Plan for Program Year 2017 funding. The grant assistance that is being approved with the Action Plan is as follows:

Community Development Block Grant (CDBG) Program:	\$ 1,459,510
HOME Investment Partnerships (HOME) Program:	\$ 495,689
Housing Opportunities for Persons with HIV/AIDS (HOPWA) Program:	\$ 7,204,649

The total allocation for your community: **\$ 9,159,848**

Your FY 2017 program year began on October 1, 2017.

We would like to take this opportunity to commend the City of Fort Lauderdale on the successful completion of your one year Action Plan. We believe that the goals and objectives developed through this process provide the foundation for the formulation of new partnerships at all levels of government and with the private sector including for-profit and non-profit organizations.

These partnerships are invaluable as you and your partners address the problems of affordable housing, homelessness, and economic opportunities for all citizens, particularly for very low-income and low-income persons.

A primary goal of the Department is to reduce housing discrimination, affirmatively further fair housing through CPD programs and promote diverse, inclusive communities. To that end, we encourage your community to take all measures necessary to ensure compliance with the Fair Housing requirements associated with these funds. A copy of your Annual Action Plan was provided to the Office of Fair Housing and Equal Opportunity for review. If warranted, comments from that review will be provided under a separate cover.

HUD's mission is 'Create strong, sustainable, inclusive communities and quality, affordable homes for all'.

www.hud.gov

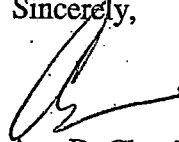
www.espanol.hud.gov

In accordance with §92.254(a)(5), a PJ undertaking HOME-assisted homebuyer activities, including any projects funded with HOME program income, must establish resale or recapture provisions that comply with HOME statutory and regulatory requirements and set forth the provisions in its consolidated plan. We have determined that your Recapture provisions are appropriate and are hereby approved.

Enclosed are **three originals** of each of the required Grant Agreements and Funding Approvals. This constitutes the contract between our Department and the City of Fort Lauderdale. You should note any special conditions listed in the Funding Approvals. **Please return two executed originals for each Grant**, and retain the others for your records. In addition to the Grant Agreement(s), we have also enclosed a copy of "Consolidated Plan Advice and Guidance" applicable to the various Programs.

Again, we congratulate you and your staff on the preparation of the Plan. We look forward to working with you during the coming years to accomplish the goals you have set forth and to further refine and improve the Plan development process. In the meantime, if you have any questions or desire assistance concerning this letter or other items related to the community development programs, please contact John Quade, Senior Community Planning and Development Representative at (305) 520-5018 or via email message at john.f.quade@hud.gov.

Sincerely,



Ann D. Chavis
Director

Community Planning and Development Division

Enclosures

cc: Lisa Bustamante, Program Manager, US HUD

CONSOLIDATED PLAN ADVICE AND GUIDANCE 2017

All Formula Grants

****Please note Special conditions attached to the grant agreements****

Indirect Cost Rate

If funding assistance will be used for payment of indirect costs pursuant to 2 CFR 200, Subpart E-Cost Principles, grantees must attach a schedule to the Executed Grant Agreement that identifies each department/agency, its indirect cost rate (including if the de Minimis rate is charged per 2 § CFR 200.414), and the direct cost base to which the rate will be applied on the grant agreement. If there are more than four agencies/departments carry out activities with the Funding Assistance, attach a list with the additional agencies/departments that will carry out activities with the Funding Assistance. Do not include cost rates for subrecipients or project sponsors.

Fair Housing and Equal Opportunity

A primary goal of the Department is to reduce housing discrimination, affirmatively further fair housing through CPD programs and promote diverse, inclusive communities. To that end, we encourage your community to take all measures necessary to ensure compliance with the Fair Housing requirements associated with these funds.

Reporting Requirements for Fiscal Year 2016 Grants

The Consolidated Annual Performance Evaluation Report (CAPER) (Section 91.520) for the 2016 Program Year is due in this office no later than 90 days after your program year end date, which includes CDBG, HOME, and HOPWA.

Integrated Disbursement Information System (IDIS)

The Community may add or delete individuals authorized to access the Integrated Disbursement and Information System (IDIS). An IDIS Access Request Form must be prepared, notarized and returned to this office with the Grant Agreement. The Direct Deposit sign-up Form (SF-1199A) must be completed: if there is the need to establish or change banking information. Both the Grantee and the financial institution must complete the form. The completed SF-1199A Form must be returned to this office.

As a reminder, please also note that CPD has changed its disbursement approach in IDIS from FIFO to a grant-based approach and has issued guidance to ensure that grantees have appropriate instructions for beginning to draw upon their FY 2017 CDBG funds.

Environmental Review Procedures

Certain activities included in the Consolidated Action Plan are subject to the provisions of 24 CFR Part 58 (Environmental Review Procedures for the CDBG Program). Funds for such activities may not be obligated or expended unless the release of funds has been approved in writing by HUD. A request for the release of funds must be accompanied by an environmental certification. HUD's web site has helpful information on these environmental review requirements at: <https://www.hudexchange.info/environmental-review/>. Technical assistance on these procedures is also available from your CPD Representative or from Mr. Ubaldo A. Cazzoli, Environmental Specialist, at (305) 520-5005.

Addendums to the Grant Agreement for the CDBG Program:

- 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 Central Contractor Registration (CCR) database, and the Federal Funding Accountability and Transparency Act as provided in 2 CFR part 25, Universal Identifier and Central Contractor Registration, and 2 CFR part 170, Reporting Sub-award and Executive Compensation Information.
- 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 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 Brownsfield as defined in the Small Business Liability Relief and Brownsfield Revitalization Act (Public Law 107-118) shall be considered a public use for purposes of eminent domain.
- The Grantee or unit of general local government that 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.

HOME

Please note the July 24, 2013, HOME final rule (24 CFR Part 92) new requirements are in effect. As you know, the HOME program statute provides that funds are available to participating jurisdictions (PJs) for 24 months after the last day of the month in which HUD notifies the PJ of HUD's execution of the HOME Investment Partnerships Agreement. If not placed under a binding commitment to affordable housing within the 24-month period, the funds are to be deobligated. The statute also provides that at least 15 percent of each PJ's allocation must be reserved for investment in housing to be developed, sponsored, or owned by Community Housing Development Organizations (CHDOs).

One of the most significant changes made by the 2013 HOME final rule was the elimination of non-project specific reservations to CHDOs. The term CHDO reservation in the rule refers to a commitment to a specific project to be owned, developed, or sponsored by a CHDO. It is critical that PJs remain cognizant of this change to ensure that they meet the 24-month CHDO reservation deadline requirement.

HOPWA

The Appropriations Act requires that formula HOPWA funds be obligated no later than September 30, 2018. These funds must be expended within five years after the period of availability for obligation (i.e., not later than September 30, 2022) per 31 U.S.C. 1552. Any FY2017 funding remaining after that time point must be recaptured and de-obligated.

HOPWA regulations further condition the use of funds to a three-year period of performance that starts when the grant agreement is signed and ends three years thereafter, see 24 CFR 574.540. During this time period, HUD may de-obligate funds under this regulation if grantees are not expending funds in a timely manner, and under other circumstances outlined in 24 CFR 574.540. Note that, for technical assistance purposes, grantee timeliness in performance is reviewed based on the use of a balances-on-hand ratio of not more than 1.5 times the amount of the new allocation at the time of expected receipt of these funds under the grantee's Consolidated Plan operating period. The HOPWA "Grantee Profile" is used to track and update information on this record of timeliness on a quarterly basis, and it is posted on the HUD Exchange website at <https://www.hudexchange.info/>. In addition, the use of the standard grant agreement will support timely transactions, such as quarterly draws of funds in IDIS, and disbursements to project sponsors.

City of Fort Lauderdale

FY 2017 Grant Agreement B-17-MC-12-0005

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, 2024. The Grantee shall not incur any obligations to be paid with such assistance after September 1, 2024.
- (b) If Funding Assistance will be used for payment of indirect costs pursuant to 2 CFR 200, Subpart E - Cost Principles, attach a schedule in the format set forth below to the executed Grant Agreement that is returned to HUD. The schedule shall identify each department/agency that will carry out activities with the Funding Assistance, the indirect cost rate applicable to each department/agency (including if the de minimis rate is charged per 2 CFR §200.414), and the direct cost base to which the rate will be applied. Do not include indirect cost rates for subrecipients.

<u>Administering Department/Agency</u>	<u>Indirect cost rate</u>	<u>Direct Cost Base</u>
_____	_____ %	_____
_____	_____ %	_____
_____	_____ %	_____

- (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), and the Federal Funding Accountability and Transparency Act as provided in 2 CFR part 25, Universal Identifier and Central 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 highway projects as well as utility projects which benefit or serve the

City of Fort Lauderdale

FY 2017 Grant Agreement B-17-MC-12-0005

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 that 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).

Funding Approval/Agreement

Title I of the Housing and Community
Development Act (Public Law 930383)
HI-00515R of 20515R

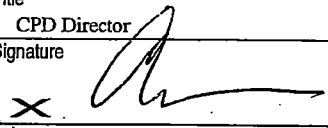
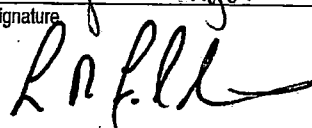
U.S. Department of Housing and Urban Development

Office of Community Planning and Development
Community Development Block Grant Program

OMB Approval No. 2506-0193
exp 5/31/2018

1. Name of Grantee (as shown in item 5 of Standard Form 424) City of Fort Lauderdale	3a. Grantee's 9-digit Tax ID Number 596000319	3b. Grantee's 9-digit DUNS Number 072219595
2. Grantee's Complete Address (as shown in item 5 of Standard Form 424) 100 N Andrews Ave Fort Lauderdale, FL 33301-1016	4. Date use of funds may begin 10/01/2017	5a. Project/Grant No. 1 B-17-MC-12-0005
	5b. Project/Grant No. 2	6a. Amount Approved \$1,459,510.00
		6b. Amount Approved

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. Pre-agreement 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.

U.S. Department of Housing and Urban Development (By Name) Ann D. Chavis		Grantee Name City of Fort Lauderdale	
Title CPD Director		Title City Manager	
Signature 	Date 10/19/2017	Signature 	Date 12-14-17

7. Category of Title I Assistance for this Funding Action: Entitlement, Sec 106(b)	8. Special Conditions (check one) ☐ None ☒ Attached	9a. Date HUD Received Submission 08/16/2017	10. check one ☒ a. Orig. Funding Approval ☐ b. Amendment Amendment Number
		9b. Date Grantee Notified 08/24/2017	
		9c. Date of Start of Program Year 10/01/2017	
11. Amount of Community Development Block Grant			
a. Funds Reserved for this Grantee		FY (2017) \$1,459,387.00	FY (2016) \$ 123.00
b. Funds now being Approved			
c. Reservation to be Cancelled (11a minus 11b)			

12a. Amount of Loan-Guarantee Commitment now being Approved N/A	12b. Name and complete Address of Public Agency N/A
12c. Name of Authorized Official for Designated Public Agency	
Title	
Signature	

HUD Accounting use Only

Batch	TAC	Program	Y	A	Reg	Area	Document No.	Project Number	Category	Amount	Effective Date (mm/dd/yyyy)	F
	153											
	176											
			Y					Project Number		Amount		
			Y					Project Number		Amount		

Date Entered PAS (mm/dd/yyyy)	Date Entered LOCCS (mm/dd/yyyy)	Batch Number	Transaction Code	Entered By	Verified By
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**Funding Approval and HOME
Investment Partnerships Agreement**
Title II of the National Affordable Housing Act

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

1. Participant Name and Address City Of Fort Lauderdale 100 N Andrews Ave Fort Lauderdale, FL 33301-1016		2. Grant Number: M17-MC120205 <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%;">3a. Tax Identification Number: 596000319</td> <td style="width:50%;">3b. Unique Entity Identifier (formerly DUNS): 072219595</td> </tr> <tr> <td>4. Appropriation Number 86 7/0 0205</td> <td>5. FY 2017</td> </tr> </table>		3a. Tax Identification Number: 596000319	3b. Unique Entity Identifier (formerly DUNS): 072219595	4. Appropriation Number 86 7/0 0205	5. FY 2017											
3a. Tax Identification Number: 596000319	3b. Unique Entity Identifier (formerly DUNS): 072219595																	
4. Appropriation Number 86 7/0 0205	5. FY 2017																	
6. Previous Obligation (Enter "0" for initial FY allocation)		\$0.00																
a. Formula Funds		\$495,689.00																
b. Community Housing Development Org. (CHDO) Competitive		\$																
7. Current Transaction (+ or -)		\$495,689.00																
a. Formula Funds		\$495,689.00																
1. CHDO (For deobligations only)		\$																
2. Non- CHDO (For deobligations only)		\$																
b. CHDO Competitive Reallocation or Deobligation		\$																
8. Revised Obligation		\$																
a. Formula Funds		\$																
b. CHDO Competitive Reallocation		\$																
9. Special Conditions (check applicable box) ☒ Not applicable ☐ Attached		10. Date of Obligation (Congressional Release Date) 10/19/2017																
11. Indirect Cost Rate* <table style="width:100%;"> <tr> <th style="text-align: left;">Administering Agency/Dept.</th> <th style="text-align: left;">Indirect Cost Rate</th> <th style="text-align: left;">Direct Cost Base</th> </tr> <tr> <td>NA</td> <td>—%</td> <td></td> </tr> <tr> <td>—</td> <td>—%</td> <td></td> </tr> <tr> <td>—</td> <td>—%</td> <td></td> </tr> <tr> <td>—</td> <td>—%</td> <td></td> </tr> </table>		Administering Agency/Dept.	Indirect Cost Rate	Direct Cost Base	NA	—%		—	—%		—	—%		—	—%		12. Period of Performance: 10/19/2017 - 09/01/2025 * If funding assistance will be used for payment of indirect costs pursuant to 2 CFR 200, Subpart E-Cost Principles, provide the name of the department/agency, its indirect cost rate (including if the de minimis rate is charged per 2 § CFR 200.414), and the direct cost base to which the rate will be applied. Do not include cost rates for subrecipients.	
Administering Agency/Dept.	Indirect Cost Rate	Direct Cost Base																
NA	—%																	
—	—%																	
—	—%																	
—	—%																	

This Agreement between the Department of Housing and Urban Development (HUD) and the Participating Jurisdiction/Entity is made pursuant to the authority of the HOME Investment Partnerships Act (42 U.S.C. 12701 et seq.). The Participating Jurisdiction's/Entity's approved Consolidated Plan submission/Application and the HUD regulations at 24 CFR Part 92 (as is now in effect and as may be amended from time to time) and this HOME Investment Partnership Agreement, form HUD-40093, including any special conditions, constitute part of this Agreement. Subject to the provisions of this Agreement, HUD will make the funds for the Fiscal Year specified, available to the Participating Jurisdiction/Entity upon execution of this Agreement by the parties. All funds for the specified Fiscal Year provided by HUD by formula reallocation are covered by this Agreement upon execution of an amendment by HUD, without the Participating Jurisdiction's execution of the amendment or other consent. HUD's payment of funds under this Agreement is subject to the Participating Jurisdiction's/Entity's compliance with HUD's electronic funds transfer and information reporting procedures issued pursuant to 24 CFR 92.502. To the extent authorized by HUD regulations at 24 CFR Part 92, HUD may, by its execution of an amendment, deobligate funds previously awarded to the Participating Jurisdiction/Entity without the Participating Jurisdiction's/Entity's execution of the amendment or other consent. The Participating Jurisdiction/Entity agrees that funds invested in affordable housing under 24 CFR Part 92 are repayable when the housing no longer qualifies as affordable housing. Repayment shall be made as specified in 24 CFR Part 92. The Participating Jurisdiction agrees to assume all of the responsibility for environmental review, decision making, and actions, as specified and required in regulation at 24 CFR 92.352 and 24 CFR Part 58.

The Grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Universal Numbering System and System for Award Management (SAM) requirements in Appendix A to 2 CFR part 25, and the Federal Funding Accountability and Transparency Act (FFATA) in Appendix A to 2 CFR part 170.

The Period of Performance for the funding assistance shall begin on the date specified in item 12 and shall end on September 1st of the 5th fiscal year after the expiration of the period of availability for obligation. Funds remaining in the account will be cancelled and thereafter not available for obligation or expenditure for any purpose. Per 31 U.S.C. 1552. The grantee shall not incur any obligations to be paid with such assistance after the end of the Period of Performance.

13. For the U.S. Department of HUD (Name and Title of Authorized Official) Ann D. Chavis - HUD Community Planning and Development Director	14. Signature 	15. Date 10/19/2017
16. For the Participating Jurisdiction/Entity (Name and Title of Authorized Official) Lee R. Feldman - City Manager	17. Signature 	18. Date 12/14/17

19. Check one:
☒ Initial Agreement ☐ Amendment #

20. Funding Information: HOME			
Source of Funds	Appropriation Code	PAS Code	Amount
2017	867/00205	HMF	\$490,161.00
2015	865/80205	HMF	\$1,916.00
2016	866/90205	HMF	\$2,919.00
2016x	86X0205 - 16	HMF	\$ 588.00
2017x	86X0205 - 17	HMF	\$ 105.00

Housing Opportunities for Persons With AIDS (CFDA #14.241)
Grant Number: FLH17F-004

Grantee Name: City Of Fort Lauderdale
100 N Andrews Ave
Fort Lauderdale, FL 33301-1016

Grantee's Unique Entity Identifier (i.e., DUNS Number):072219595
Official Contact Person: Mr. Mario DeSantis
Telephone Number: 954-828-4775
FAX Number: 954-847-3700
Email Address: mdesantis@fortlauderdale.gov
Tax ID Number: 596000319
Unit of Government ID Number: 120954

**HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS
PERFORMANCE GRANT AGREEMENT FOR FISCAL YEAR 2017**

This Performance Grant Agreement ("Agreement") is made and entered into by and between the U. S. Department of Housing and Urban Development ("HUD") and "City Of Fort Lauderdale" ("Grantee"), pursuant to the AIDS Housing Opportunity Act, Pub. L. 101-625, Title VIII, Subtitle D, as amended, codified at 42 U.S.C. §§ 12901-12912, ("Act"), and regulations for the Housing Opportunities for Persons With AIDS ("HOPWA") program at 24 CFR part 574 ("Regulations").

In reliance upon and in consideration of the mutual representations and obligations hereunder, HUD and the Grantee agree as follows:

ARTICLE I. Grant Amount.

The Grantee has applied for, and HUD has approved, a HOPWA formula grant consistent with the Act and Regulations. Subject to the terms and conditions of this Agreement, HUD agrees to provide a HOPWA formula grant ("Grant") to the Grantee in the amount of \$7,204,649.00 ("Grant Funds").

ARTICLE II. Eligible Use of Grant Funds.

Grant Funds shall only be used to carry out eligible activities set forth in the Act and Regulations, and as provided in the Grantee's Consolidated Plan/Action Plan prepared and submitted in accordance with 24 CFR part 91 (hereinafter, "Approved Application"), as applicable to the HOPWA program.

ARTICLE III. Compliance with Program Requirements.

The Grantee shall comply with all HOPWA program requirements, as they may be amended from time to time. Such requirements consist of the Act, Regulations, and other applicable program

requirements, including 2 CFR part 200 ("Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards"); Section 3 of the Housing and Urban Development Act of 1968 and 24 CFR part 135 ("Economic Opportunities for Low- and Very Low-Income Persons"); 31 U.S.C. 1352 and 24 CFR part 87 ("New Restrictions on Lobbying"); and the Federal Funding Accountability and Transparency Act of 2006 (Transparency Act), Pub. L. 109-282, as amended, and Appendix A to 2 CFR part 170 ("Reporting Subaward and Executive Compensation Information").

ARTICLE IV. Incorporation of Approved Application.

The Grantee's Approved Application and any certifications, assurances, information and documentation required to meet award conditions are hereby incorporated into this Agreement.

ARTICLE V. Subawards.

The Grantee shall comply with 2 CFR 200.331, when making a subaward, which includes an award of Grant Funds to an eligible nonprofit organization or housing agency of a State or unit of general local government ("Project Sponsor"). The Grantee shall provide a Project Sponsor with information on all requirements to which the Project Sponsor is subject so that the subaward is used in accordance with the Act, Regulations, other program requirements, the Approved Application, and the terms and conditions of this Agreement.

ARTICLE VI. Financial Management, Release, Expenditure of Grant Funds, and Drawdowns.

A. The Grantee shall comply with the environmental procedures and standards at 24 CFR 574.510.

B. The Grantee shall draw down Grant Funds not less than quarterly. The Grantee shall make timely payments to each Project Sponsor upon request, provided the requesting Project Sponsor is in compliance with program requirements. A request by the Grantee to draw down Grant Funds under any payment system constitutes a representation by the Grantee that it and all participating parties are in compliance with the terms and conditions of this Agreement.

C. The Grantee shall comply with HUD instructions regarding use of and reporting in the Integrated Disbursement and Information System (IDIS) or its successor.

ARTICLE VII. Allowability of Pre-award Costs.

Pre-award costs may not be incurred except in accordance with 2 CFR 200.458, including the requirement that the Grantee obtain HUD's written approval.

ARTICLE VIII. Amendments.

A. This constitutes the entire agreement between HUD and the Grantee. This Agreement may not be amended except in a writing executed by authorized officials of HUD and the

Grantee. When requesting an amendment to this Agreement, the Grantee shall submit a letter of request to the HUD Field Office at the address set forth in this Agreement and attach the proposed amendment(s) to the applicable page(s) of this Agreement. The effective date of any amendment to this Agreement shall be the date that HUD approves the amendment.

B. Amendments to the Grantee's Consolidated Plan shall comply with 24 CFR 91.505.

ARTICLE IX. Performance.

The Grantee shall:

- A. Carry out eligible activities under the Grant and use Grant Funds in accordance with the Act, Regulations, other program requirements, the Approved Application, and the terms and conditions of this Agreement;
- B. Obtain and ensure that any Project Sponsor agrees to obtain a certificate of completion of the Getting to Work training curriculum by at least one of its employees every three years;
- C. Obtain and ensure that any Project Sponsor agrees to obtain a certificate of completion of the HOPWA Oversight training curriculum by at least one of its employees every three years;
- D. Obtain and ensure that any Project Sponsor agrees to obtain a certificate of completion of the CPD Financial Management Curriculum by at least one of its employees every three years;
- E. If Grantee is a State, obtain a certification of approval consistent with 24 CFR 574.420(b) from all affected units of general local government in which Grantee plans to locate a project site, such as a community residence, supportive housing facility, or main sponsor office to be used for managing and dispensing housing assistance under any award of HOPWA funds to a new Project Sponsor. The certification is mandatory and must be approved before the contract with the Project Sponsor is executed;
- F. Conduct an ongoing assessment of the housing assistance and supportive services required by participants as identified in Individual Housing and Service Plans, including an annual assessment of their housing situation, a reevaluation of the appropriateness of rental subsidies or other support, and a report on annual results of program activities under the HOPWA client outcome goals for achieving stable housing, reducing risks of homelessness and improving access to healthcare and other support;
- G. Assure the adequate provision of supportive services to program participants, provided, however, that Grant Funds shall not be utilized for healthcare and related drug assistance to the extent that payment has been made, or can reasonably be expected to be made, under any State compensation program, under an insurance policy, under any

Federal or State health benefits program, or by an entity that provides health services on a prepaid basis;

H. Record a Declaration of Restrictive Covenant in accordance with state and local law with respect to any building or structure assisted with Grant Funds that incorporates the relevant minimum use period in 24 CFR 574.310(c) and obligates the Grantee or Project Sponsor, and its successors and assigns, to operate and maintain the building or structure in accordance with the Act, the Regulations and the terms and conditions of this Agreement;

I. Comply with 2 CFR 200.311 and any disposition instructions that HUD may provide to the Grantee;

J. Comply with requirements established by the Office of Management and Budget (OMB) concerning the Unique Entity Identifier (Dun and Bradstreet DUNS Number) and the System for Award Management (SAM) database, including Appendix A to 2 CFR part 25;

K. Commit program income to the Grant in accordance with the addition method as provided in 2 CFR 200.307(e)(2); and

L. Comply with such other terms and conditions as HUD may establish for purposes of carrying out the program in an effective and efficient manner.

ARTICLE X. Indirect Cost Rate.

If Grant Funds will be used to pay indirect costs pursuant to 2 CFR part 200, Subpart E, Grantee shall attach a schedule in the format set forth below to the executed Agreement that is returned to HUD. The schedule shall identify each department/agency that will carry out activities with the Grant Funds, the indirect cost rate applicable to each department/agency (including if the de minimis rate is charged per 2 CFR 200.414), and the direct cost base to which the rate will be applied. Grantee shall not include indirect cost rates for Project Sponsors.

<u>Administering Department/Agency</u>	<u>Indirect cost rate</u>	<u>Direct Cost Base</u>
_____	_____ %	_____
_____	_____ %	_____
_____	_____ %	_____

ARTICLE XI. Records.

The Grantee shall maintain all programmatic records, including, but not limited to, the Approved Application, amendments to the Approved Application, voucher requests, deposit and expenditure receipts, participant and activity eligibility records, certifications from affected units of government, and any other documents required under this Grant, in its files for a period of not less than four years in accordance with 24 CFR 574.530. The Grantee shall retain records for a longer period of time when any of the exceptions in 2 CFR 200.333 apply. In the case of

participant eligibility records, the Grantee shall update records no less than annually. Upon reasonable notice, the Grantee shall make records available for audit or inspection by authorized representatives of HUD.

ARTICLE XII. Reporting.

A. The Grantee shall submit a Consolidated Annual Performance and Evaluation Report ("CAPER") in accordance with 24 CFR part 91, within 90 days after the close of each program year.

B. Grantees that use homelessness or chronic homelessness in their program design as primary criteria for eligibility must use a Homeless Management Information System (HMIS) to track the services for their homeless clientele. These local data systems must maintain client confidentiality by using a closed system in which medical information and HIV status are not shared with providers that do not have direct involvement in the client's case management, treatment, and care in line with the signed release of information from the client.

C. Grantee agrees to comply with the award term and condition for reporting of matters related to recipient integrity and performance at Appendix XII to 2 CFR part 200.

ARTICLE XIII. Research and Development.

This Grant is not for research and development (R&D), as defined at 2 CFR 200.87.

ARTICLE XIV. Contact Information.

A. HUD notifications to the Grantee under this Agreement shall be sent to the address set forth in the Approved Application, unless the Grantee otherwise notifies HUD in writing.

B. Grantee notifications, including notices of amendments to the Grantee's Consolidated Plan and requests for amendments to this Agreement, shall be addressed to the appropriate HUD Field Office.

ARTICLE XV. Default.

A default shall occur when the Grantee fails to comply with the Act, Regulations, any other program requirement, or any other terms and conditions of this Agreement. In the event of a default, HUD may take one or more of the actions provided in 2 CFR 200.338 after providing the Grantee with an opportunity for informal consultation in accordance with 24 CFR 574.500(c).

Nothing in this Article shall limit any remedies otherwise available to HUD in the case of a default by the Grantee. No delay or omissions by HUD in exercising any right or remedy available to it under this Agreement shall impair any such right or remedy or constitute a waiver or acquiescence in any Grantee default.

ARTICLE XVI. Termination.

The Grant may be terminated in accordance with 2 CFR 200.339, including for convenience when HUD and the Grantee agree that continuation of the award would not produce beneficial results.

ARTICLE XVII. Award Date and Period of Performance.

- A. The Federal award date of the Grant Funds that HUD agrees to provide through this Agreement is the date of execution of this Agreement on behalf of the Secretary of Housing and Urban Development.
- B. The period of performance begins on the date that this Agreement is executed by both parties and ends three years thereafter.

IN WITNESS WHEREOF, the undersigned, as authorized officials on behalf of HUD and the Grantee, have executed this Agreement, which shall be effective as of the date of execution thereof on behalf the Secretary:

On behalf of the Secretary of Housing and Urban Development:

Name: Ann D. Chavis

Title: CPD Director

Signature:

Date: 10/19/2017

X 

On behalf of City of Fort Lauderdale:

Name: Lee R. Feldman

Title: City Manager

Signature:

Date: 12-14-17

X 



December 14, 2017

Ms. Ann Chavis
Director
U.S. Housing and Urban Development (HUD)
Office of Community Planning & Development
Miami Field Office
Brickell Plaza Federal Building
909 SE First Avenue, Rm. 500
Miami, FL 33131-3042

RE: Executed FY 17-18 Community Development Block Grant (CDBG), HOME and Housing Opportunities for Persons with AIDS (HOPWA) Grant Agreements

Dear Ms. Chavis,

Enclosed you will find two executed originals for each grant. Should you need further information, please contact my office through Mario DeSantis, Acting Housing and Community Development Program Manager, at (954) 828-4775 or mdesantis@fortlauderdale.gov.

The City looks forward to the continued partnership with HUD in addressing affordable housing, homelessness care, and economic opportunities for very low income and low income persons.

Sincerely,

Lee R. Feldman, ICMA-CM
City Manager

C: Stanley Hawthorne, Assistant City Manager
Mario DeSantis, Acting Housing and Community Development Program Manager

Office of the City Manager

100 North Andrews Avenue, Fort Lauderdale, Florida 33301

Telephone (954) 828-5013, Fax (954) 828-5599

www.fortlauderdale.gov



COMMISSION AGENDA ITEM
DOCUMENT ROUTING FORM

Today's Date: Monday 12/11/2017

DOCUMENT TITLE: HUD Grant Agreements

COMM. MTG. DATE: NA CAM #:NA ITEM #: NA CAM attached: ☐ YES ☒ NO

Routing Origin: __ Router Name/Ext: __ Action Summary attached: ☐ YES ☒ NO

CIP FUNDED: ☐ YES ☐ NO

Capital Investment / Community Improvement Projects defined as having a life of at least 10 years and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, or fixtures) that add value and/or extend useful life, including major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, or real.

2) City Attorney's Office: Documents to be signed/routed? ☐ YES ☒ NO # of originals attached: __

Is attached Granicus document Final? ☐ YES ☐ NO Approved as to Form: ☐ YES ☐ NO

Date to CCO: _____
Attorney's Name Initials

3) City Clerk's Office: # of originals: 0 Routed to: Kerry A/CMO/x5013 Date: _____

4) City Manager's Office: CMO LOG #: DEC-36 Document received from: HCD 12/11/17

Assigned to: L. FELDMAN ☐ S. HAWTHORNE ☒ C. LAGERBLOOM ☐
L. FELDMAN as CRA Executive Director ☐

☒ APPROVED FOR LEE FELDMAN'S SIGNATURE ☐ N/A FOR L. FELDMAN TO SIGN

PER ACM: S. HAWTHORNE SH (Initial/Date) C. LAGERBLOOM _____ (Initial/Date)

☒ PENDING APPROVAL (See comments below)

Comments/Questions: TITLE AND N/A TO BE PLACES FOR CITY
TX MANAGER ARE BLANK; HCD STAFF SHOULD ENSURE

Forward __ originals to ☐ Mayor ☐ CCO Date: 12.13.17 FOR COMPETENCE.

5) Mayor/CRA Chairman: Please sign as indicated. Forward __ originals to CCO for attestation/City seal (as applicable) Date: _____

INSTRUCTIONS TO CITY CLERK'S OFFICE

City Clerk: Retains 0 original and forwards 3 originals to: Mari DeSantis HCD x4775

Attach __ certified Reso # __ ☐ YES ☐ NO Original Route form to CAO

TO HCD 12/13/2017
KA



CITY OF

FORT LAUDERDALE

FLORIDA

MEMORANDUM

To: Lee R. Feldman, ICMA-CM, City Manager
From: Mario DeSantis, Acting Housing and Community Development Program Manager *me*
Date: Monday December 11, 2017
RE: FY 2017-18 HUD Grant Agreements

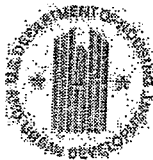
Enclosed you will find:

1. HUD 's approval of the FY 2017 Annual Action Plan; and
2. Three originals of each of the required grant agreements.

Please review and sign the designated nine pages.

Two originally executed agreements will be sent to HUD and HCD will retain one original. Additionally, HCD will send a copy of the executed agreement to the appropriate City staff for their records.

Should you require further information, please feel free to contact me at x4775.



U.S. Department of Housing and Urban Development
Community Planning and Development Division
Region IV, Miami Field Office
Brickell Plaza Federal Building
909 SE First Avenue, Rm. 500
Miami, FL 33131-3042

NOV15'17 F

October 20, 2017

Mr. Lee Feldman
City Manager
City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, FL 33301

Dear Mr. Feldman:

SUBJECT: City of Fort Lauderdale
Action Plan Program Year 2017 Approval

We are pleased to approve your one-year Action Plan for Program Year 2017 funding. The grant assistance that is being approved with the Action Plan is as follows:

Community Development Block Grant (CDBG) Program:	\$ 1,459,510
HOME Investment Partnerships (HOME) Program:	\$ 495,689
Housing Opportunities for Persons with HIV/AIDS (HOPWA) Program:	\$ 7,204,649

The total allocation for your community: **\$ 9,159,848**

Your FY 2017 program year began on October 1, 2017.

We would like to take this opportunity to commend the City of Fort Lauderdale on the successful completion of your one year Action Plan. We believe that the goals and objectives developed through this process provide the foundation for the formulation of new partnerships at all levels of government and with the private sector including for-profit and non-profit organizations.

These partnerships are invaluable as you and your partners address the problems of affordable housing, homelessness, and economic opportunities for all citizens, particularly for very low-income and low-income persons.

A primary goal of the Department is to reduce housing discrimination, affirmatively further fair housing through CPD programs and promote diverse, inclusive communities. To that end, we encourage your community to take all measures necessary to ensure compliance with the Fair Housing requirements associated with these funds. A copy of your Annual Action Plan was provided to the Office of Fair Housing and Equal Opportunity for review. If warranted, comments from that review will be provided under a separate cover.

HUD's mission is 'Create strong, sustainable, inclusive communities and quality, affordable homes for all'.

In accordance with §92.254(a)(5), a PJ undertaking HOME-assisted homebuyer activities, including any projects funded with HOME program income, must establish resale or recapture provisions that comply with HOME statutory and regulatory requirements and set forth the provisions in its consolidated plan. We have determined that your Recapture provisions are appropriate and are hereby approved.

Enclosed are **three originals** of each of the required Grant Agreements and Funding Approvals. This constitutes the contract between our Department and the City of Fort Lauderdale. You should note any special conditions listed in the Funding Approvals. **Please return two executed originals for each Grant**, and retain the others for your records. In addition to the Grant Agreement(s), we have also enclosed a copy of "Consolidated Plan Advice and Guidance" applicable to the various Programs.

Again, we congratulate you and your staff on the preparation of the Plan. We look forward to working with you during the coming years to accomplish the goals you have set forth and to further refine and improve the Plan development process. In the meantime, if you have any questions or desire assistance concerning this letter or other items related to the community development programs, please contact John Quade, Senior Community Planning and Development Representative at (305) 520-5018 or via email message at john.f.quade@hud.gov.

Sincerely,



Ann D. Chavis

Director

Community Planning and Development Division

Enclosures

cc: Lisa Bustamante, Program Manager, US HUD

CONSOLIDATED PLAN ADVICE AND GUIDANCE 2017

All Formula Grants

****Please note Special conditions attached to the grant agreements****

Indirect Cost Rate

If funding assistance will be used for payment of indirect costs pursuant to 2 CFR 200, Subpart E-Cost Principles, grantees must attach a schedule to the Executed Grant Agreement that identifies each department/agency, its indirect cost rate (including if the de Minimis rate is charged per 2 § CFR 200.414), and the direct cost base to which the rate will be applied on the grant agreement. If there are more than four agencies/departments carry out activities with the Funding Assistance, attach a list with the additional agencies/departments that will carry out activities with the Funding Assistance. Do not include cost rates for subrecipients or project sponsors.

Fair Housing and Equal Opportunity

A primary goal of the Department is to reduce housing discrimination, affirmatively further fair housing through CPD programs and promote diverse, inclusive communities. To that end, we encourage your community to take all measures necessary to ensure compliance with the Fair Housing requirements associated with these funds.

Reporting Requirements for Fiscal Year 2016 Grants

The Consolidated Annual Performance Evaluation Report (CAPER) (Section 91.520) for the 2016 Program Year is due in this office no later than 90 days after your program year end date, which includes CDBG, HOME, and HOPWA.

Integrated Disbursement Information System (IDIS)

The Community may add or delete individuals authorized to access the Integrated Disbursement and Information System (IDIS). An IDIS Access Request Form must be prepared, notarized and returned to this office with the Grant Agreement. The Direct Deposit sign-up Form (SF-1199A) must be completed: if there is the need to establish or change banking information. Both the Grantee and the financial institution must complete the form. The completed SF-1199A Form must be returned to this office.

As a reminder, please also note that CPD has changed its disbursement approach in IDIS from FIFO to a grant-based approach and has issued guidance to ensure that grantees have appropriate instructions for beginning to draw upon their FY 2017 CDBG funds.

Environmental Review Procedures

Certain activities included in the Consolidated Action Plan are subject to the provisions of 24 CFR Part 58 (Environmental Review Procedures for the CDBG Program). Funds for such activities may not be obligated or expended unless the release of funds has been approved in writing by HUD. A request for the release of funds must be accompanied by an environmental certification. HUD's web site has helpful information on these environmental review requirements at: <https://www.hudexchange.info/environmental-review/>. Technical assistance on these procedures is also available from your CPD Representative or from Mr. Ubaldo A. Cazzoli, Environmental Specialist, at (305) 520-5005.

Addendums to the Grant Agreement for the CDBG Program:

- 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 Central Contractor Registration (CCR) database, and the Federal Funding Accountability and Transparency Act as provided in 2 CFR part 25, Universal Identifier and Central Contractor Registration, and 2 CFR part 170, Reporting Sub-award and Executive Compensation Information.
- 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 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 Brownsfield as defined in the Small Business Liability Relief and Brownsfield Revitalization Act (Public Law 107-118) shall be considered a public use for purposes of eminent domain.
- The Grantee or unit of general local government that 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.

HOME

Please note the July 24, 2013, HOME final rule (24 CFR Part 92) new requirements are in effect. As you know, the HOME program statute provides that funds are available to participating jurisdictions (PJs) for 24 months after the last day of the month in which HUD notifies the PJ of HUD's execution of the HOME Investment Partnerships Agreement. If not placed under a binding commitment to affordable housing within the 24-month period, the funds are to be deobligated. The statute also provides that at least 15 percent of each PJ's allocation must be reserved for investment in housing to be developed, sponsored, or owned by Community Housing Development Organizations (CHDOs).

One of the most significant changes made by the 2013 HOME final rule was the elimination of non-project specific reservations to CHDOs. The term CHDO reservation in the rule refers to a commitment to a specific project to be owned, developed, or sponsored by a CHDO. It is critical that PJs remain cognizant of this change to ensure that they meet the 24-month CHDO reservation deadline requirement.

HOPWA

The Appropriations Act requires that formula HOPWA funds be obligated no later than September 30, 2018. These funds must be expended within five years after the period of availability for obligation (i.e., not later than September 30, 2022) per 31 U.S.C. 1552. Any FY2017 funding remaining after that time point must be recaptured and de-obligated.

HOPWA regulations further condition the use of funds to a three-year period of performance that starts when the grant agreement is signed and ends three years thereafter, see 24 CFR 574.540. During this time period, HUD may de-obligate funds under this regulation if grantees are not expending funds in a timely manner, and under other circumstances outlined in 24 CFR 574.540. Note that, for technical assistance purposes, grantee timeliness in performance is reviewed based on the use of a balances-on-hand ratio of not more than 1.5 times the amount of the new allocation at the time of expected receipt of these funds under the grantee's Consolidated Plan operating period. The HOPWA "Grantee Profile" is used to track and update information on this record of timeliness on a quarterly basis, and it is posted on the HUD Exchange website at <https://www.hudexchange.info/>. In addition, the use of the standard grant agreement will support timely transactions, such as quarterly draws of funds in IDIS, and disbursements to project sponsors.

City of Fort Lauderdale

FY 2017 Grant Agreement B-17-MC-12-0005

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, 2024. The Grantee shall not incur any obligations to be paid with such assistance after September 1, 2024.
- (b) If Funding Assistance will be used for payment of indirect costs pursuant to 2 CFR 200, Subpart E - Cost Principles, attach a schedule in the format set forth below to the executed Grant Agreement that is returned to HUD. The schedule shall identify each department/agency that will carry out activities with the Funding Assistance, the indirect cost rate applicable to each department/agency (including if the de minimis rate is charged per 2 CFR §200.414), and the direct cost base to which the rate will be applied. Do not include indirect cost rates for subrecipients.

<u>Administering Department/Agency</u>	<u>Indirect cost rate</u>	<u>Direct Cost Base</u>
_____	_____%	_____
_____	_____%	_____
_____	_____%	_____

- (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), and the Federal Funding Accountability and Transparency Act as provided in 2 CFR part 25, Universal Identifier and Central 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 highway projects as well as utility projects which benefit or serve the

City of Fort Lauderdale

FY 2017 Grant Agreement B-17-MC-12-0005

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 that 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).

Funding Approval/Agreement

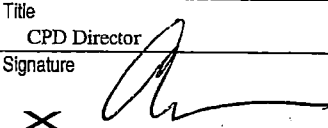
Title I of the Housing and Community
Development Act (Public Law 930383)
HI-00515R of 20515R

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

OMB Approval No. 2506-0193
exp 5/31/2018

1. Name of Grantee (as shown in item 5 of Standard Form 424) City of Fort Lauderdale	3a. Grantee's 9-digit Tax ID Number 596000319	3b. Grantee's 9-digit DUNS Number 072219595
2. Grantee's Complete Address (as shown in item 5 of Standard Form 424) 100 N Andrews Ave Fort Lauderdale, FL 33301-1016	4. Date use of funds may begin 10/01/2017	
	5a. Project/Grant No. 1 B-17-MC-12-0005	6a. Amount Approved \$1,459,510.00
	5b. Project/Grant No. 2	6b. Amount Approved

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. Pre-agreement 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.

U.S. Department of Housing and Urban Development (By Name) Ann D. Chavis		Grantee Name City of Fort Lauderdale	
Title CPD Director		Title City Manager	
Signature 	Date 10/19/2017	Signature 	Date 12-14-17

7. Category of Title I Assistance for this Funding Action: Entitlement, Sec 106(b)	8. Special Conditions (check one) ☐ None ☒ Attached	9a. Date HUD Received Submission 08/16/2017	10. check one ☒ a. Orig. Funding Approval ☐ b. Amendment Amendment Number
		9b. Date Grantee Notified 08/24/2017	
		9c. Date of Start of Program Year 10/01/2017	
11. Amount of Community Development Block Grant			
a. Funds Reserved for this Grantee		FY (2017) \$1,459,387.00	FY (2016) \$ 123.00
b. Funds now being Approved			
c. Reservation to be Cancelled (11a minus 11b)			

12a. Amount of Loan Guarantee Commitment now being Approved N/A	12b. Name and complete Address of Public Agency N/A
Loan Guarantee Acceptance Provisions for Designated Agencies: The public agency hereby accepts the Grant Agreement executed by the Department of Housing and Urban Development on the above date with respect to the above grant number(s) as Grantee 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.	12c. Name of Authorized Official for Designated Public Agency
	Title
	Signature

HUD Accounting use Only

Batch	TAC	Program	Y	A	Reg	Area	Document No.	Project Number	Category	Amount	Effective Date (mm/dd/yyyy)	F
	153											
	176											
			Y					Project Number		Amount		
			Y					Project Number		Amount		

Date Entered PAS (mm/dd/yyyy)	Date Entered LOCCS (mm/dd/yyyy)	Batch Number	Transaction Code	Entered By	Verified By
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**Funding Approval and HOME
Investment Partnerships Agreement**
Title II of the National Affordable Housing Act

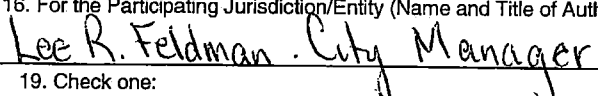
U.S. Department of Housing and Urban Development
Office of Community Planning and Development

1. Participant Name and Address City Of Fort Lauderdale 100 N Andrews Ave Fort Lauderdale, FL 33301-1016		2. Grant Number: M17-MC120205 <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%;">3a. Tax Identification Number: 596000319</td> <td style="width:50%;">3b. Unique Entity Identifier (formerly DUNS): 072219595</td> </tr> <tr> <td>4. Appropriation Number 86 7/0 0205</td> <td>5. FY 2017</td> </tr> </table>		3a. Tax Identification Number: 596000319	3b. Unique Entity Identifier (formerly DUNS): 072219595	4. Appropriation Number 86 7/0 0205	5. FY 2017
3a. Tax Identification Number: 596000319	3b. Unique Entity Identifier (formerly DUNS): 072219595						
4. Appropriation Number 86 7/0 0205	5. FY 2017						
6. Previous Obligation (Enter "0" for initial FY allocation)		\$0.00					
a. Formula Funds		\$495,689.00					
b. Community Housing Development Org. (CHDO) Competitive		\$					
7. Current Transaction (+ or -)		\$495,689.00					
a. Formula Funds		\$495,689.00					
1. CHDO (For deobligations only)		\$					
2. Non- CHDO (For deobligations only)		\$					
b. CHDO Competitive Reallocation or Deobligation		\$					
8. Revised Obligation		\$					
a. Formula Funds		\$					
b. CHDO Competitive Reallocation		\$					
9. Special Conditions (check applicable box) ☒ Not applicable ☐ Attached		10. Date of Obligation (Congressional Release Date) 10/19/2017					
11. Indirect Cost Rate*		12. Period of Performance: 10/19/2017 - 09/01/2025					
<u>Administering Agency/Dept.</u>	<u>Indirect Cost Rate</u>	<u>Direct Cost Base</u>	* If funding assistance will be used for payment of indirect costs pursuant to 2 CFR 200, Subpart E-Cost Principles, provide the name of the department/agency, its indirect cost rate (including if the de minimis rate is charged per 2 § CFR 200.414), and the direct cost base to which the rate will be applied. Do not include cost rates for subrecipients.				
NA	%						
—	%						
—	%						
—	%						

This Agreement between the Department of Housing and Urban Development (HUD) and the Participating Jurisdiction/Entity is made pursuant to the authority of the HOME Investment Partnerships Act (42 U.S.C. 12701 et seq.). The Participating Jurisdiction's/Entity's approved Consolidated Plan submission/Application and the HUD regulations at 24 CFR Part 92 (as is now in effect and as may be amended from time to time) and this HOME Investment Partnership Agreement, form HUD-40093, including any special conditions, constitute part of this Agreement. Subject to the provisions of this Agreement, HUD will make the funds for the Fiscal Year specified, available to the Participating Jurisdiction/Entity upon execution of this Agreement by the parties. All funds for the specified Fiscal Year provided by HUD by formula reallocation are covered by this Agreement upon execution of an amendment by HUD, without the Participating Jurisdiction's execution of the amendment or other consent. HUD's payment of funds under this Agreement is subject to the Participating Jurisdiction's/Entity's compliance with HUD's electronic funds transfer and information reporting procedures issued pursuant to 24 CFR 92.502. To the extent authorized by HUD regulations at 24 CFR Part 92, HUD may, by its execution of an amendment, deobligate funds previously awarded to the Participating Jurisdiction/Entity without the Participating Jurisdiction's/Entity's execution of the amendment or other consent. The Participating Jurisdiction/Entity agrees that funds invested in affordable housing under 24 CFR Part 92 are repayable when the housing no longer qualifies as affordable housing. Repayment shall be made as specified in 24 CFR Part 92. The Participating Jurisdiction agrees to assume all of the responsibility for environmental review, decision making, and actions, as specified and required in regulation at 24 CFR 92.352 and 24 CFR Part 58.

The Grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Universal Numbering System and System for Award Management (SAM) requirements in Appendix A to 2 CFR part 25, and the Federal Funding Accountability and Transparency Act (FFATA) in Appendix A to 2 CFR part 170.

The Period of Performance for the funding assistance shall begin on the date specified in item 12 and shall end on September 1st of the 5th fiscal year after the expiration of the period of availability for obligation. Funds remaining in the account will be cancelled and thereafter not available for obligation or expenditure for any purpose. Per 31 U.S.C. 1552. The grantee shall not incur any obligations to be paid with such assistance after the end of the Period of Performance.

13. For the U.S. Department of HUD (Name and Title of Authorized Official) Ann D. Chavis - HUD Community Planning and Development Director	14. Signature 	15. Date 10/19/2017
16. For the Participating Jurisdiction/Entity (Name and Title of Authorized Official) Lee R. Feldman - City Manager	17. Signature 	18. Date 12/14/17

19. Check one:

☒ Initial Agreement

☐ Amendment #

20. Funding Information:

Source of Funds	Appropriation Code	PAS Code	Amount
2017	867/00205	HMF	\$490,161.00
2015	865/80205	HMF	\$1,916.00
2016	866/90205	HMF	\$2,919.00
2016x	86X0205 - 16	HMF	\$ 588.00
2017x	86X0205 - 17	HMF	\$ 105.00

Housing Opportunities for Persons With AIDS (CFDA #14.241)

Grant Number: FLH17F-004

Grantee Name: City Of Fort Lauderdale
100 N Andrews Ave
Fort Lauderdale, FL 33301-1016

Grantee's Unique Entity Identifier (i.e., DUNS Number): 072219595

Official Contact Person: Mr. Mario DeSantis

Telephone Number: 954-828-4775

FAX Number: 954-847-3700

Email Address: mdesantis@fortlauderdale.gov

Tax ID Number: 596000319

Unit of Government ID Number: 120954

**HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS
PERFORMANCE GRANT AGREEMENT FOR FISCAL YEAR 2017**

This Performance Grant Agreement ("Agreement") is made and entered into by and between the U. S. Department of Housing and Urban Development ("HUD") and "City Of Fort Lauderdale" ("Grantee"), pursuant to the AIDS Housing Opportunity Act, Pub. L. 101-625, Title VIII, Subtitle D, as amended, codified at 42 U.S.C. §§ 12901-12912, ("Act"); and regulations for the Housing Opportunities for Persons With AIDS ("HOPWA") program at 24 CFR part 574 ("Regulations").

In reliance upon and in consideration of the mutual representations and obligations hereunder, HUD and the Grantee agree as follows:

ARTICLE I. Grant Amount.

The Grantee has applied for, and HUD has approved, a HOPWA formula grant consistent with the Act and Regulations. Subject to the terms and conditions of this Agreement, HUD agrees to provide a HOPWA formula grant ("Grant") to the Grantee in the amount of \$7,204,649.00 ("Grant Funds").

ARTICLE II. Eligible Use of Grant Funds.

Grant Funds shall only be used to carry out eligible activities set forth in the Act and Regulations, and as provided in the Grantee's Consolidated Plan/Action Plan prepared and submitted in accordance with 24 CFR part 91 (hereinafter, "Approved Application"), as applicable to the HOPWA program.

ARTICLE III. Compliance with Program Requirements.

The Grantee shall comply with all HOPWA program requirements, as they may be amended from time to time. Such requirements consist of the Act, Regulations, and other applicable program

requirements, including 2 CFR part 200 ("Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards"); Section 3 of the Housing and Urban Development Act of 1968 and 24 CFR part 135 ("Economic Opportunities for Low- and Very Low-Income Persons"); 31 U.S.C. 1352 and 24 CFR part 87 ("New Restrictions on Lobbying"); and the Federal Funding Accountability and Transparency Act of 2006 (Transparency Act), Pub. L. 109-282, as amended, and Appendix A to 2 CFR part 170 ("Reporting Subaward and Executive Compensation Information").

ARTICLE IV. Incorporation of Approved Application.

The Grantee's Approved Application and any certifications, assurances, information and documentation required to meet award conditions are hereby incorporated into this Agreement.

ARTICLE V. Subawards.

The Grantee shall comply with 2 CFR 200.331, when making a subaward, which includes an award of Grant Funds to an eligible nonprofit organization or housing agency of a State or unit of general local government ("Project Sponsor"). The Grantee shall provide a Project Sponsor with information on all requirements to which the Project Sponsor is subject so that the subaward is used in accordance with the Act, Regulations, other program requirements, the Approved Application, and the terms and conditions of this Agreement.

ARTICLE VI. Financial Management, Release, Expenditure of Grant Funds, and Drawdowns.

A. The Grantee shall comply with the environmental procedures and standards at 24 CFR 574.510.

B. The Grantee shall draw down Grant Funds not less than quarterly. The Grantee shall make timely payments to each Project Sponsor upon request, provided the requesting Project Sponsor is in compliance with program requirements. A request by the Grantee to draw down Grant Funds under any payment system constitutes a representation by the Grantee that it and all participating parties are in compliance with the terms and conditions of this Agreement.

C. The Grantee shall comply with HUD instructions regarding use of and reporting in the Integrated Disbursement and Information System (IDIS) or its successor.

ARTICLE VII. Allowability of Pre-award Costs.

Pre-award costs may not be incurred except in accordance with 2 CFR 200.458, including the requirement that the Grantee obtain HUD's written approval.

ARTICLE VIII. Amendments.

A. This constitutes the entire agreement between HUD and the Grantee. This Agreement may not be amended except in a writing executed by authorized officials of HUD and the

Grantee. When requesting an amendment to this Agreement, the Grantee shall submit a letter of request to the HUD Field Office at the address set forth in this Agreement and attach the proposed amendment(s) to the applicable page(s) of this Agreement. The effective date of any amendment to this Agreement shall be the date that HUD approves the amendment.

B. Amendments to the Grantee's Consolidated Plan shall comply with 24 CFR 91.505.

ARTICLE IX. Performance.

The Grantee shall:

- A. Carry out eligible activities under the Grant and use Grant Funds in accordance with the Act, Regulations, other program requirements, the Approved Application, and the terms and conditions of this Agreement;
- B. Obtain and ensure that any Project Sponsor agrees to obtain a certificate of completion of the Getting to Work training curriculum by at least one of its employees every three years;
- C. Obtain and ensure that any Project Sponsor agrees to obtain a certificate of completion of the HOPWA Oversight training curriculum by at least one of its employees every three years;
- D. Obtain and ensure that any Project Sponsor agrees to obtain a certificate of completion of the CPD Financial Management Curriculum by at least one of its employees every three years;
- E. If Grantee is a State, obtain a certification of approval consistent with 24 CFR 574.420(b) from all affected units of general local government in which Grantee plans to locate a project site, such as a community residence, supportive housing facility, or main sponsor office to be used for managing and dispensing housing assistance under any award of HOPWA funds to a new Project Sponsor. The certification is mandatory and must be approved before the contract with the Project Sponsor is executed;
- F. Conduct an ongoing assessment of the housing assistance and supportive services required by participants as identified in Individual Housing and Service Plans, including an annual assessment of their housing situation, a reevaluation of the appropriateness of rental subsidies or other support, and a report on annual results of program activities under the HOPWA client outcome goals for achieving stable housing, reducing risks of homelessness and improving access to healthcare and other support;
- G. Assure the adequate provision of supportive services to program participants, provided, however, that Grant Funds shall not be utilized for healthcare and related drug assistance to the extent that payment has been made, or can reasonably be expected to be made, under any State compensation program, under an insurance policy, under any

Federal or State health benefits program, or by an entity that provides health services on a prepaid basis;

H. Record a Declaration of Restrictive Covenant in accordance with state and local law with respect to any building or structure assisted with Grant Funds that incorporates the relevant minimum use period in 24 CFR 574.310(c) and obligates the Grantee or Project Sponsor, and its successors and assigns, to operate and maintain the building or structure in accordance with the Act, the Regulations and the terms and conditions of this Agreement;

I. Comply with 2 CFR 200.311 and any disposition instructions that HUD may provide to the Grantee;

J. Comply with requirements established by the Office of Management and Budget (OMB) concerning the Unique Entity Identifier (Dun and Bradstreet DUNS Number) and the System for Award Management (SAM) database, including Appendix A to 2 CFR part 25;

K. Commit program income to the Grant in accordance with the addition method as provided in 2 CFR 200.307(e)(2); and

L. Comply with such other terms and conditions as HUD may establish for purposes of carrying out the program in an effective and efficient manner.

ARTICLE X. Indirect Cost Rate.

If Grant Funds will be used to pay indirect costs pursuant to 2 CFR part 200, Subpart E, Grantee shall attach a schedule in the format set forth below to the executed Agreement that is returned to HUD. The schedule shall identify each department/agency that will carry out activities with the Grant Funds, the indirect cost rate applicable to each department/agency (including if the de minimis rate is charged per 2 CFR 200.414), and the direct cost base to which the rate will be applied. Grantee shall not include indirect cost rates for Project Sponsors.

<u>Administering Department/Agency</u>	<u>Indirect cost rate</u>	<u>Direct Cost Base</u>
_____	_____ %	_____
_____	_____ %	_____
_____	_____ %	_____

ARTICLE XI. Records.

The Grantee shall maintain all programmatic records, including, but not limited to, the Approved Application, amendments to the Approved Application, voucher requests, deposit and expenditure receipts, participant and activity eligibility records, certifications from affected units of government, and any other documents required under this Grant, in its files for a period of not less than four years in accordance with 24 CFR 574.530. The Grantee shall retain records for a longer period of time when any of the exceptions in 2 CFR 200.333 apply. In the case of

participant eligibility records, the Grantee shall update records no less than annually. Upon reasonable notice, the Grantee shall make records available for audit or inspection by authorized representatives of HUD.

ARTICLE XII. Reporting.

A. The Grantee shall submit a Consolidated Annual Performance and Evaluation Report ("CAPER") in accordance with 24 CFR part 91, within 90 days after the close of each program year.

B. Grantees that use homelessness or chronic homelessness in their program design as primary criteria for eligibility must use a Homeless Management Information System (HMIS) to track the services for their homeless clientele. These local data systems must maintain client confidentiality by using a closed system in which medical information and HIV status are not shared with providers that do not have direct involvement in the client's case management, treatment, and care in line with the signed release of information from the client.

C. Grantee agrees to comply with the award term and condition for reporting of matters related to recipient integrity and performance at Appendix XII to 2 CFR part 200.

ARTICLE XIII. Research and Development.

This Grant is not for research and development (R&D), as defined at 2 CFR 200.87.

ARTICLE XIV. Contact Information.

- A. HUD notifications to the Grantee under this Agreement shall be sent to the address set forth in the Approved Application, unless the Grantee otherwise notifies HUD in writing.
- B. Grantee notifications, including notices of amendments to the Grantee's Consolidated Plan and requests for amendments to this Agreement, shall be addressed to the appropriate HUD Field Office.

ARTICLE XV. Default.

A default shall occur when the Grantee fails to comply with the Act, Regulations, any other program requirement, or any other terms and conditions of this Agreement. In the event of a default, HUD may take one or more of the actions provided in 2 CFR 200.338 after providing the Grantee with an opportunity for informal consultation in accordance with 24 CFR 574.500(c).

Nothing in this Article shall limit any remedies otherwise available to HUD in the case of a default by the Grantee. No delay or omissions by HUD in exercising any right or remedy available to it under this Agreement shall impair any such right or remedy or constitute a waiver or acquiescence in any Grantee default.

ARTICLE XVI. Termination.

The Grant may be terminated in accordance with 2 CFR 200.339, including for convenience when HUD and the Grantee agree that continuation of the award would not produce beneficial results.

ARTICLE XVII. Award Date and Period of Performance.

- A. The Federal award date of the Grant Funds that HUD agrees to provide through this Agreement is the date of execution of this Agreement on behalf of the Secretary of Housing and Urban Development.
- B. The period of performance begins on the date that this Agreement is executed by both parties and ends three years thereafter.

IN WITNESS WHEREOF, the undersigned, as authorized officials on behalf of HUD and the Grantee, have executed this Agreement, which shall be effective as of the date of execution thereof on behalf the Secretary:

On behalf of the Secretary of Housing and Urban Development:

Name: Ann D. Chavis

Title: CPD Director

Signature:

Date: 10/19/2017

X 

On behalf of City of Fort Lauderdale:

Name: Lee R. Feldman

Title: City Manager

Signature:

Date: 12-14-17

X 