



CITY MANAGER'S OFFICE

CITY MANAGER SIGNATURE REQUEST ROUTING FORM

Rev: 11 | Revision Date: 07/02/2025

SECTION 1 | SUMMARY INFORMATION

Date: 09/29/2025

☐ Agenda Item ☐ Commission Memo ☐ Letter (to external agency) ☒ Other Document

Document Title/Purpose: Federal Entitlement Grant Agreements: HOME, HOPWA, and CDBG for 2025-2026 Annual Action Plan

Commission Meeting Date: 6/30/2025 CAM #: #25-0529 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: _____ Router Name: _____ Ext: _____

Department: DSD Router Name: Rachel Williams Ext: 5391

Department Approval (Director/Chief): Name: Porshia Garcia Init.: [Signature] Date: 09/29/2025

*Return Document To: Rachel Williams Department: DSD/ 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: _____ Approved as to Form: ☐ Yes ☐ No Initials: _____

Route to: Finance (if applicable) Date: _____ Route to: CCO Date: _____

SECTION 4 | CITY CLERK'S OFFICE (CCO)

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

Route to CMO Date: _____ Route to Mayor Date: _____

SECTION 5 | CITY MANAGER'S OFFICE (CMO)

LOG #: SEP161 Date Received: 9/30/25 Received From: DSD

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

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

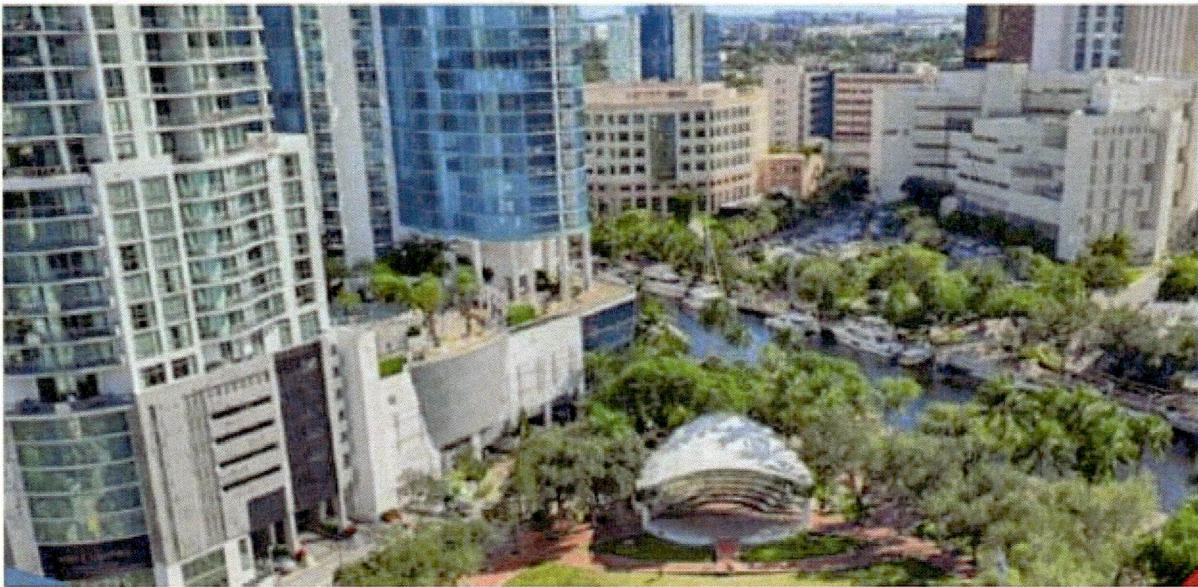
Disapproved: _____ Comments: _____

Executive Assistant Route to CCO Date: 10/6/25

MAY 8, 2025



2025–2026 Annual Action Plan Summary



Prepared by
City of Fort Lauderdale
Housing & Community Development (HCD) Division
914 Sistrunk Boulevard, Suite 103
Fort Lauderdale, FL 33311

Introduction

The City of Fort Lauderdale is proud to present its 2025–2029 Annual Action Plan funding recommendations in part with the City’s 2025-2029 Consolidated Plan, a five-year strategic road map designed to guide the investment of federal resources to address housing, homelessness, community development, and economic needs across the City. Required by the U.S. Department of Housing and Urban Development (HUD), the Consolidated Plan governs the use of funds from the Community Development Block Grant (CDBG), HOME Investment Partnerships Program (HOME), and Housing Opportunities for Persons With AIDS (HOPWA) programs.

The 2025-2026 proposed Annual Action Plan is strategically designed to further the goal established in the Five-Year Consolidated Plan for 2025-2029, and the Commission to priorities for FY 2025-26.

HOME	\$624,207.61
CDBG	\$1,518,117.00
HOPWA	\$7,981,453.00

The following sections outline the specific funding recommendations for each program category.

HOME INVESTMENT PARTNERSHIPS ACT (HOME) PROGRAM	
PROPOSED HOME ACTIVITIES FOR 2025-2026 BUDGET:	\$ 624,207.61
Project	Funding
Administration	\$ 62,420.76
HOME Program Income	\$ -
OTHER HOME ACTIVITIES	\$ 561,786.85
CHDO Set-Aside	\$ 93,631.14
Additional CHDO Funding for Affordable Housing Activities	\$ 68,155.71
Housing Rehabilitation/Replacement	\$ -
Purchase Assistance	\$ -
Tenant Based Rental Assistance, Housing Opportunities Mortgage Assistance & Effective Neighborhood Solutions, Inc. (H.O.M.E.S. Inc.)	\$ 400,000.00

CHDO SET-ASIDE:

The City is required to set aside a minimum of 15% of its annual HOME Program allocation for an eligible nonprofit called a Community Housing Development Organization (CHDO). A CHDO is a private nonprofit that has staff with the capacity to develop affordable housing in the community they serve. Eligible set-aside activities include: the acquisition and /or rehabilitation of rental housing; new construction of rental housing; acquisition and / or rehabilitation of homebuyer properties; or new construction of homebuyer properties. A formal RFP process will be used to select a CHDO/CHDOs to receive the assistance in the form of a 0% interest forgivable loan for the purpose of constructing new affordable housing.

ADDITIONAL CHDO FUNDING FOR AFFORDABLE HOUSING ACTIVITIES:

This funding is earmarked as funding to be made available to Community Housing Development Organizations (CHDO) to further the Commission's top priority of affordable housing. Funding can be combined with other funding sources to develop housing for sale or for rent to households that meet the HOME program definition of low income or very low income. Development of new unit to provide permanent housing for low-income senior 65 years and older, households that meet the HUD definition of homeless and unaccompanied youths will be given priority consideration.

HOUSING REHABILITATION/REPLACEMENT:

Funds will be used to aid eligible homeowners within the City's target area of N.W. 7th Avenue on the east; Broward Boulevard on the south; I-95 on the west; and Sunrise Boulevard on the north. Funds will be used to make necessary improvements to ensure that the home is safe and meets current code requirements and reconstruction when units are beyond repair. Eligible improvements include, but are not limited to, roofing, electrical, plumbing, windows, ac/heating, ADA compliance and other structural items. The assistance is in the form of a 0% interest deferred loan for fifteen years with a maximum federal amount of \$205,000 for reconstruction and up to \$30,000.00 for home repairs.

PURCHASE ASSISTANCE:

Funds will be used to provide purchase assistance to qualified homebuyers for down payment assistance, closing cost assistance and/or principal reduction. Funds may be used to purchase a newly constructed or existing home including but limited to single-family homes, townhomes, villas, or community land trust properties. The maximum award per unit is \$75,000.00. The purchase price limit is \$331,000 for existing and \$332,000 for new construction. The assistance is in the form of a 0% interest deferred loan for fifteen years. The HOME homeownership value limits for the HOME units are 95%

of the median purchase price for the area based on Federal Housing Administration (FHA) single family mortgage program data.

TENANT BASED RENTAL ASSISTANCE, HOUSING OPPORTUNITIES, MORTGAGE ASSISTANCE & EFFECTIVE NEIGHBORHOOD SOLUTIONS, INC. (H.O.M.E.S INC.):

This program will provide up to twenty-four months of temporary rent assistance for eligible low-income residents of within the City of Fort Lauderdale

ADMINISTRATION:

The City is permitted to use 10% of its annual HOME allocation and program income for administrative and planning costs.

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM	
PROPOSED CDBG ACTIVITIES FOR 2025-2026 BUDGET:	\$ 1,518,117.00
Project	Funding
Administration	\$ 303,623.40
CDBG Program Income	\$ -
CDBG PROGRAMMATIC ACTIVITIES	\$ 1,213,660.05
Minor Home Repair and Associated Project Delivery	\$150,000.00
Site Clearance for CBDO/CHDO (CIP Projects)	\$ -
NEIGHBORHOOD REVITALIZATION STRATEGY AREA (NRSA)	
Housing Opportunities Mortgage Assistance & Effective Neighborhood Solutions, Inc. (H.O.M.E.S. Inc.)	\$136,767.45
COMMUNITY INVESTMENT PLAN - PUBLIC FACILITY/INFRASTRUCTURE IMPROVEMENTS	
Asphalt / ADA Sidewalk Improvements	\$ 700,000.00
PUBLIC SERVICE ACTIVITIES	\$ 226,892.60
Broward House	\$ 30,578.52
Broward Partnership for the Homeless, Inc.	\$ 33,078.52
Feeding South Florida	\$ 33,078.52
Oasis of Hope Community Development Corporation, Inc.	\$ 34,578.52
YMCA of South Florida	\$ 50,000.00
Food Forest Program	\$ 10,000.00
HOPE Fair Housing	\$ 35,578.52

PROJECT SUMMARY

HOUSING PROGRAMS:

Minor Home Repairs and Associated Project Delivery Cost Funds will be used to make emergency plumbing, roofing, electrical and structural repairs to owner occupied homes in the areas of greatest need. This program will target seniors and very low to low-income households.

SITE CLEARANCE FOR CBDO /CHDO AFFORDABLE HOUSING PROJECT:

Eligible Community Based Development Organizations (CBDO) and Community Housing Development Organization (CHDO) developing new affordable housing units with intent to provide jobs and housing to low-income households in the City limits of Fort Lauderdale may apply for these funds for the purposes of demolition and site clearing.

NEIGHBORHOOD REVITALIZATION STRATEGY AREA (NRSA):

The purpose of this Neighborhood Revitalization Strategy Area (NRSA) is to continue the efforts of the past years to revitalize the northwest quadrant of the City. The boundaries for the NRSA are N.W. 7th Avenue on the east; Broward Boulevard on the south; I-95 on

the west; and Sunrise Boulevard on the north. The target area has been designed to be of manageable and efficient size, so that proposed activities can be accomplished within a five-year time frame.

HOUSING OPPORTUNITIES, MORTGAGE ASSISTANCE & EFFECTIVE NEIGHBORHOOD SOLUTIONS, INC. (H.O.M.E.S., Inc.): Funds will be used for their supportive housing and self-sufficiency program under the transitional independent living (TIL) program for youth aged out of foster/ relative care. This program provides support services to at risk youth to prevent homelessness through employability skills training, internships, and job placements (temporary and permanent), financial literacy education and emergency assistance for food and transportation. **Participants to be served: 25**

COMMUNITY INVESTMENT PLAN - PUBLIC FACILITY/INFRASTRUCTURE IMPROVEMENTS: Funds projects within CDBG eligible areas, including infrastructure, asphalt and ADA sidewalk improvements.

PUBLIC SERVICE ACTIVITIES:

The Public Service agencies that carry out these activities are recommended for funding by the Community Service Board (CSB). While there is not a minimum threshold on funding for Public Service activities, HUD requires that no more than 15% of CDBG funds be used toward this activity.

Broward House: Funds will be used to implement a physical activity curriculum for clients in Broward House's transitional housing facility and substance use treatment program. Funding Recommendation for this Activity: **Participants to be served: 85**

Broward Partnership for the Homeless: Funds will be used for the continued operation of the 230-bed Homeless Assistance Center (HAC) on Sunrise Boulevard. **Participants to be served: 1000**

Feeding South Florida: Funds will be used to provide nutritious, dietitian-approved meals to homebound seniors aged 60+ on fixed incomes. **Participant to be Served: 26**

Oasis of Hope Community Development Corporation, Inc.: Funds will be used to support low to moderate-income first-time homebuyers and homeowners at risk of foreclosure in the Fort Lauderdale area. **Participant to be Served: 420**

YMCA of South Florida: Funds will be used for the YMCA Employment Navigation (YEN) Program that empowers residents of the Sistrunk community and surrounding areas by connecting them to job-related resources, including skills training, certifications and employment opportunities, while addressing personal challenges such as childcare, healthcare and housing stability. **Participant to be Served: 250**

Food Forest Program: Funds will be used for the expansion of the Food Forest Program at Housing Authority properties within the City of Fort Lauderdale
Outcomes: 4 Housing Authority locations with a recommended expansion of the existing food forest at 1 Housing Authority location.

Housing Opportunities Project for Excellence, Inc HOPE Fair Housing Center): HUD requires that every municipality fund fair housing activity annually. HOPE Fair Housing Center provides fair housing education and outreach to residents of the City on fair housing issues, rights, and remedies. They will also address, and update the City's Analysis of Impediments (AI) to Fair Housing. Funding Recommendation for this **Outcomes: 5 Fair Housing Workshops, 1 Annual Planning meeting and other activities with housing providers.**

CDBG ADMINISTRATION GENERAL ADMINISTRATION:

Funds will be used for program administrative costs related to planning, execution of community development activities and sub-recipient monitoring. The City is limited to 20% of its CDBG annual allocation for general administrative costs. With the reduced overall funding levels for HUD programs, the full 20% of administration funding is required in order to not have an impact on the City's general fund.

HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS (HOPWA) PROGRAM	
PROPOSED HOPWA ACTIVITIES FOR 2025-2026 BUDGET:	\$7,981,453.00
<i>*Unspent prior years funding will be utilized first</i>	
Project	Funding
Administration	\$239,443.59
Homeless Management Information System	\$60,000.00
Housing Quality Standards Inspector	\$120,000.00
Resource Identification	\$0.00
HOPWA PROGRAMMATIC ACTIVITIES	\$7,562,009.41
REQUESTING AGENCIES	
Broward House, Inc.	\$3,830,112.05
Facility Based Housing (FBH/FAC)	\$ 1,145,000.00
Project Based Rental Assistance (PBR)	\$ 1,190,038.05
Tenant Based Rental Voucher (TBRV)	\$ 1,495,074.00
Broward Regional Health Planning Council (BRHPC)	\$2,682,303.47
Permanent Housing Placement (PHP)	\$269,352.00
Short Term Rent, Mortgage, and Utilities (STRMU)	\$530,648.00
Tenant Based Rental Voucher (TBRV)	\$1,822,303.47
Temporary Emergency Housing Voucher (TEHV)	\$60,000.00
Mount Olive Development Corporation (MODCO)	
Project Based Rental Assistance (PBR), Additional \$82,812.11 funded from FY23/24	\$269,593.89
Care Resource Community Health Centers, Inc. (Care Resource)	
Non-Housing Supportive Services - Housing Case Management (HCM), Additional \$75,260.61 funded from FY23/24	\$266,500.00
Legal Aid Service of Broward County	
Non-Housing Supportive Services - Legal Services	\$190,000.00
Sunshine Social Services (SunServe)	
Non-Housing Supportive Services -Housing Case Management (HCM) Additional \$75,260.61 funded from FY23/24	\$323,500.00

FACILITY BASED HOUSING (FAC): Broward House Inc. Provision of housing in a multi-person, multi-unit residence designed as a residential alternative to institutional care; to prevent or delay the need for such care; and to provide a transitional setting with appropriate supportive services. With facility-based housing, the expectation is that participants will need some level of supportive services in order to maintain stability and receive appropriate levels of care. HOPWA regulations require the sponsor to certify that they will give residents an adequate level of support and work with qualified service providers, accessing such support in an ongoing manner. This includes all HOPWA housing expenditures, which provide support to facilities, including community residences, single room occupancy (SRO) dwellings, short-term or transitional facilities, and other housing facilities as approved by HUD.

Each client may only stay on the program for 365 days. If the client requires a longer stay, the agency must submit an extension request to the City. Requesting an extension does not mean an extension will be given. The City may grant a maximum of two 6-month extensions. Each resident must have a housing plan. A housing plan incorporates measurable tasks that will transition the client to another subsidy or self-sufficiency. Measurable tasks at 0-45 days to stabilize client, 46-90 days, 91-180 days, 181-270 days (at this point, client should be planning for transition), 271-365 days and on day 365 transition off to another subsidy or private housing. Provides resources to develop and operate community residences and other supportive housing.

PROJECT BASED RENTAL ASSISTANCE (PBR): Broward House Inc. & Mount Olive Development Corporation

PROJECT SUMMARY

Funds will be used to provide support for apartment units operated by nonprofit organizations for HIV/AIDS participants. Participants will be required to pay either 10% of gross income or 30% of adjusted income for rent and utilities whichever is greater. Payments are made directly to the property owner. Utility payments will be disbursed directly to the utility company. No payments are made directly to a client.

TENANT BASED RENTAL VOUCHERS (TBRV): Funds will be used to provide support to lower-income HIV/AIDS persons or families rental assistance to live in private, independent apartment units. The household assisted will be required to pay no more than 10% of its gross income or 30% of adjusted income for rent and utilities, whichever

is greater. The voucher will pay the difference. A utility allowance will be used to determine utility costs. Payments will be made directly to the property owner or company and the designated utility company. No payments are made directly to a client. TBRV Program services is operated by waitlist. • Waitlist Application portal will be published in Sun Sentinel when vouchers will be available.

PERMANENT HOUSING PLACEMENT (PHP): Care Resource Community Health Centers Inc., D/B/A Care Resource & Sunshine Social Services., D/B/A Sunserve Funds will be used for this rapid re-housing program to provide participants with move in assistance and cost associated with obtaining permanent housing. This includes a) application fees and credit checks; b) first months, last months and security deposits (not to exceed two months' rent); c) security deposits are program funds that are returned to the program when the assisted client/tenant leaves unit; and d) one-time utility connection fees and processing cost. Payments are made directly to the property owner or company. Utility connections will be disbursed directly to the utility company. No payments are made directly to a client.

SHORT-TERM, RENT, MORTGAGE & UTILITIES (STRMU): Care Resource Community Health Centers Inc., D/B/A Care Resource & Sunshine Social Services., D/B/A Sunserve Funds will be used for this homeless prevention program to provide support for emergency financial assistance for payment of rent, mortgage and utilities. Rent or mortgage payments will be limited to 13 weeks per year per household with maximum of 39 weeks over lifetime. Participants may request a waiver for additional services units that do not exceed 21 weeks. Payments will be made directly to the property owner/mortgage company and/or to the utility company. No payments are made directly to a client.

TEMPORARY EMERGENCY HOUSING VOUCHERS (TEHV): Care Resource Community Health Centers Inc., D/B/A Care Resource & Sunshine Social Services., D/B/A Sunserve

NON-HOUSING SUPPORTS: HOUSING CASE MANAGEMENT (HCM): Care Resource Community Health Centers Inc., D/B/A Care Resource & Sunshine Social Services., D/B/A Sunserve

Funds will be used to provide no direct financial assistance (i.e., no housing subsidy) to eligible participants. HOPWA activity includes 1) developing housing service plans that establishes or better maintains a stable living environment, 2) providing linkages to reduce the risk of homelessness, and 3) improving access to healthcare for participants who are not receiving facility-based housing, project based rental assistance or tenant

based rental assistance services. Provider shall 1) assists participants in applying for short term rent, mortgage and utility or permanent housing placement assistance, 2) assist participants who are transitioning from facility-based housing, project based rental assistance or tenant based rental assistance programs to self-sufficiency, and 3) collaborate with the legal services Provider.

NON-HOUSING SUPPORTS: LEGAL SERVICES: Care Resource Community Health Centers Inc., D/B/A Care Resource & Sunshine Social Services., D/B/A Sunserve

Funds will used to provide no direct financial assistance (i.e., no housing eligible participants. HOPWA activity includes advocating on participants behalf. This program type is responsible for providing legal advice and/or direct legal representation to participants who were referred by non- housing subsidy case management program for the following issues a) eviction/foreclosures, b) three-day notice, c) landlord tenant issues on executed (signed) leases and d) unit habitability. Provider may not represent participants who are challenging HOPWA termination for program violations.

HOMELESS MANAGEMENT INFORMATION SYSTEM (HMIS): Funds will be used to provide an automated service delivery system connecting HOPWA resources with the lead Continuum of Care Agency that manages health care services and support under the Ryan White Care Act.

ADMINISTRATION: HOPWA provides 3% of the total grant for administrative costs. These funds will be used to pay for staff, a sub-recipient monitoring firms, and office space to operate the HOPWA program.

HOUSING QUALITY STANDARDS INSPECTOR: Funds will be used to annually inspect approximately 800 units for compliance with HUDs' Housing Quality Standards (HQS) prior to approval of any new rental lease, move in assistance, homeless prevention assistance and/or new housing assistance payment (HAP) contract, as well as during the annual re-certification process. Complete the HUD-52580 report form for all initial, annual, failed, and special inspections. Complete reports are made a part of participant's (tenant's) file.

GO SECTION 8 DATABASE: Funds will allow HOPWA sub-recipients (i.e., Providers) to remain compliant with federal regulations by accessing the database to obtain rent-reasonable certifications and locate affordable housing units in Broward County.



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
OFFICE OF COMMUNITY PLANNING AND DEVELOPMENT
Miami Field Office
909 SE First Avenue, Room 500
Miami, FL 33131

September 25, 2025

Rachel Williams,
Housing and Community Development Division
City of Ft Lauderdale
350 Se 2Nd St

Fort Lauderdale, FL 33301-1919

SUBJECT: Fiscal Year 2025 Grant Agreement Transmittal

Dear Rachel Williams,

The Miami Field Office would like to thank you for your continued partnership in providing quality affordable housing, a suitable living environment, and expanding economic opportunities through the Department of Housing and Urban Development (HUD) programs.

One Grant Agreement is attached for each program awarded as follows:

Community Development Block Grant Program (CDBG)	\$1,518,117.00
HOME Investment Partnerships (HOME)	\$624,207.61
Housing Opportunities for Persons with AIDS (HOPWA)	\$7,981,453.00
Total FY 2025 Award	\$10,123,777.61

Federal Award Agreement

Transmittal of a grant agreement does not constitute approval of the activities described in your Consolidated Plan or Annual Action Plan. You are reminded that you, as grantee, are responsible for ensuring that all grant funds are used in accordance with all program requirements. By executing the Federal Award Agreement, you are entering into a legally binding agreement with HUD to use the awarded funds and carry out the funded activities in accordance with all Federal statutes, regulations, Federal Register notices, and award terms and conditions that apply to those funds and activities.

HUD recognizes that some U.S. District Courts have issued injunction orders which impact certain FY 2025 CPD formula funding grant agreement(s). To preserve all legal rights and defenses, the enclosed grant agreement contains the same conditions at issue in those court actions. For grantees who are plaintiffs in those court actions, HUD intends to comply with all applicable injunction orders and will not implement or enforce the challenged conditions

consistent with those court orders, including disregarding any “certifications” or “compliance” statements. Please return an executed copy of the grant agreement, as discussed below, and HUD will make grant funds at issue in your agreement available consistent with all applicable orders. Please be advised that should the injunction orders that currently prohibit HUD from enforcing the challenged conditions as to your grant be stayed, dissolved, or reversed, the grant agreement, with conditions, will automatically become effective.

Executing the Agreement

The authorized official **must** complete Addendum 3. Indirect Cost Rate Schedule for each agreement, even if no indirect costs will be charged under the grant. Please mark one (and only one) checkbox to reflect how indirect costs will be calculated and charged under the grant. Please note that the Office of Management and Budget (OMB) issued revised Guidance and the *de minimis* indirect cost rate increased from 10 percent to up to 15 percent of Modified Total Direct Costs.

After inputting their name and title, the authorized official must execute each agreement, with a signature, and date. No other additions other than those described here should be made to the grant agreement without prior written approval. Please ensure the Chief Elected Official or authorized official signs the agreement.

You must return the entire Federal Award Agreement, including all addenda, to this office via the Field Office General Email Inbox: MiamiCPD@hud.gov. HUD will be signing the grant agreement second and will return to your office a copy of each signed agreement for you to maintain in your local program files.

HUD congratulates the City of Ft Lauderdale on your grant award(s), and we look forward to assisting you in accomplishing your program goals. If you have any questions or need further information or assistance, please contact your assigned Field Office representative or email our Office at MiamiCPD@hud.gov.

Sincerely,

Lori A. Serino

Digitally signed by: Lori A. Serino
DN: CN = Lori A. Serino email = lori.a.
serino@hud.gov C = AD
Date: 2025.09.25 06:44:07 -04'00'

Lori A. Serino
CPD Director (Acting)
Office of Community Planning and
Development

Enclosure(s)

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
OFFICE OF COMMUNITY PLANNING AND DEVELOPMENT
FEDERAL AWARD AGREEMENT

A. General Federal Award Information

1. Recipient name (must match Unique Entity Identifier name) and address: Ft Lauderdale 350 SE 2nd St Fort Lauderdale, FL 33301-1919	12. Assistance listing number and title: 14.218, Community Development Block Grant Program for Entitlement Communities 14.225, Community Development Block Grant Program for Insular Areas 14.228, Community Development Block Grant Program for States and Non-Entitlement Grants in Hawaii
2. Recipient's Unique Entity Identifier: EYC3YWKM3H25	13. Amount of federal funds obligated by this action: \$1,518,117.00
3. Tax identification number: 596000319	14. Total amount of federal funds obligated: \$1,518,117.00
4. Federal Award Identification Number (FAIN): B25MC120005	15. Total approved cost sharing (if applicable): N/A
5. Instrument type: Grant ☒ Cooperative agreement ☐ Loan Guarantee ☐	16. Total federal award amount, including approved cost sharing: \$1,518,117.00
6. Period of performance start and end date: 10/1/2024 - See Addendum 2	17. Budget approved by HUD:
7. Budget period start and end date: 10/1/2024 - See Addendum 2	18. Fiscal year: 2025
8. Initial Agreement ☒ Amendment ☐ #	19. Statutory authority: 42 U.S.C. 5301 et seq.
9. Indirect cost rate (per § 200.414): Recipients must complete Addendum 3: Indirect Cost Rate Schedule	20. Applicable appropriations act(s): Public Law 119-4
10. Is this award for research and development (per 2 C.F.R. § 200.1)? Yes ☐ No ☒	21. Notice/notice of funding opportunity this award is made under (if applicable): N/A
11. Awarding official name and contact information:	22. Program regulations (if applicable): 24 C.F.R. Part 570
23. Federal award description: The CDBG program provides funding to eligible grantees for the development of viable urban communities, by providing decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low and moderate income. - Addendum 1. Policy Requirements - Addendum 2. Program-Specific Requirements - Addendum 3. Indirect Cost Rate Schedule	

Authority and Agreement. This agreement between the U.S. Department of Housing and Urban Development (HUD) and the Recipient is made pursuant to the statutory authority above (box 19) and is subject to the applicable appropriations act(s) (box 20). This agreement incorporates by reference the Community Development Block Grant

U.S. Department of Housing and Urban Development — Federal Award Agreement

program statute 42 U.S.C. 5301 et seq., the program regulations at 24 C.F.R. § 570 (as now in effect and as may be amended from time to time), Recipient's consolidated plan/action plan, the relevant funding notice (box 21), any attached Specific Terms and Conditions, and the attached addenda (box 23).

B. Terms and Conditions

1. *General terms and requirements.* The Recipient must comply with all applicable federal laws, regulations, and requirements, unless otherwise provided through HUD's formal waiver authorities. This agreement, including any attachments and addenda, may only be amended in writing executed by parties to this agreement and any addenda.
2. *Administrative requirements.* The Recipient must comply with the following requirement(s) if checked below:
 - ☐ The administrative requirements in the HUD General Administrative, National, and Departmental Policy Requirements and Terms for HUD's Financial Assistance Programs 2025, as indicated in the relevant NOFO, apply to this agreement.
 - ☒ The grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Unique Entity Identifier (UEI); the System for Award Management (SAM.gov); the Federal Funding Accountability and Transparency Act as provided in 2 C.F.R. part 25, Universal Identifier and General Contractor Registration; and 2 C.F.R. part 170, Reporting Subaward and Executive Compensation Information.
3. *Applicability of 2 C.F.R. part 200.*
 - ☒ The Recipient must comply with the applicable requirements at 2 C.F.R. part 200, as may be amended from time to time. If any previous or future amendments to 2 C.F.R. part 200 replace or renumber any part 200 section cited in HUD's regulations in Title 24 of the Code of Federal Regulations, the amended part 200 requirements will govern award activities carried out after the amendments' effective date.
 - ☐ The Recipient must comply with the applicable requirements at 2 C.F.R. part 200. If any previous amendments to 2 C.F.R. part 200 replace or renumber any part 200 section cited in HUD's regulations in Title 24 of the Code of Federal Regulations, the amended part 200 requirements will govern award activities carried out after the amendments' effective date.
4. *Future budget periods.* If the period of performance spans multiple budget periods, subsequent budget periods are subject to the availability of funds, program authority, satisfactory performance, and compliance with the terms and conditions of the Federal award.
5. *Indirect Cost Rate.* If the Recipient intends to use a negotiated or de minimis rate for indirect costs, the Recipient must submit an Indirect Cost Rate form to HUD, either with its application using HUD-426 (competitive grants) or with this agreement using "Addendum #3 "Indirect Cost Rate Schedule" (formula and congressional grants). The submitted form/addendum will be incorporated into and made part of this agreement, provided that the rate information is consistent with the applicable requirements under 2 C.F.R. § 200.414. If there is any change in the Recipient's indirect cost rate, it must immediately notify HUD and execute an amendment to this agreement to reflect the change if necessary.
6. *Recipient integrity and performance matters.* If the Federal share of this award is more than \$500,000 over the period of performance (box 6), the terms and conditions in 2 C.F.R. part 200 Appendix XII apply to this agreement.
7. *Recordkeeping and Access to Records.* The Recipient hereby agrees to maintain complete and accurate books of account for this award and award activities in such a manner as to permit the preparation of statements and reports in accordance with HUD requirements, and to permit timely and effective audit. The Recipient agrees to furnish HUD such financial and project reports, records, statements, subrecipient data, and documents at such times, in such form, and accompanied by such reporting data as required by HUD. HUD and its duly authorized representative shall have full and free access to all Recipient offices and facilities, and to all books, documents, and records of the Recipient relevant to the administration, receipt, and use of this award and award activities, including the right to audit and make copies. The Recipient agrees

U.S. Department of Housing and Urban Development — Federal Award Agreement

to maintain records that identify the source and application of funds, including relevant subrecipient data, in such a manner as to allow HUD to determine that all funds are and have been expended in accordance with program requirements and in a manner consistent with applicable law.

Further, the Recipient hereby acknowledges that HUD is in the process of implementing new grants management and reporting tools, which will be made available for the Recipient's use in the future. The Recipient agrees to report on grant performance and financial activities (including vendor and cash disbursement supporting details for the Recipient and its subrecipients) using these new tools when they are released. HUD will work with the Recipient to support the Recipient's transition to this new reporting environment. Once implemented, timely reporting in this new environment will be mandatory. HUD reserves the right to exercise all of its available rights and remedies for any noncompliance with these grants management and financial reporting requirements, to include, without limitation, requiring 100% review, suspension of disbursements, and all other legally available remedies, to the furthest extent permitted by law, as amended.

8. **Noncompliance.** If the Recipient fails to comply with the provisions of this agreement, HUD may take one or more of the actions provided in program statutes, regulations or 2 C.F.R. § 200.339, as applicable. Nothing in this agreement shall limit any remedies otherwise available to HUD in the case of noncompliance by the Recipient. 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 of or acquiescence in any Recipient noncompliance.
9. **Termination provisions.** Unless superseded by program statutes, regulations or NOFOs, the termination provisions in 2 C.F.R. § 200.340 apply.
10. **Build America, Buy America.** The Recipient must comply with the requirements of the Build America, Buy America (BABA) Act, 41 U.S.C. § 8301 note, and all applicable rules and notices, as may be amended, if applicable. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 Fed. Reg. 17001), BABA requirements apply to any infrastructure projects HUD has obligated funds for after the effective dates, unless excepted by a waiver.
11. **Waste, Fraud, Abuse, and Whistleblower Protections.** Any person who becomes aware of the existence or apparent existence of fraud, waste, or abuse of any HUD award must report such incidents to both the HUD official responsible for the award and to HUD's Office of Inspector General (OIG). Allegations of fraud, waste, and abuse related to HUD programs can be reported to the HUD OIG hotline via phone at 1-800-347-3735 or online hotline form. The Recipient must comply with 41 U.S.C. § 4712, which includes informing employees in writing of their rights and remedies, in the predominant native language of the workforce. Under 41 U.S.C. § 4712, employees of a government contractor, subcontractor, recipient, and subrecipient—as well as a personal services contractor—who make a protected disclosure about a Federal award or contract cannot be discharged, demoted, or otherwise discriminated against if they reasonably believe the information they disclose is evidence of (1) gross mismanagement of a Federal contract or award; (2) waste of Federal funds; (3) abuse of authority relating to a Federal contract or award; (4) substantial and specific danger to public health and safety; or (5) violations of law, rule, or regulation related to a Federal contract or award.
12. **Third-Party Claims.** Nothing in this agreement shall be construed as creating or justifying any claim against the federal government or the Recipient by any third party.
13. **Rule of Construction and No Construction Against Drafter.** Notwithstanding anything contained in this agreement, the terms and conditions hereof are to be construed to have full and expansive effect in both interpretation and application, and the parties agree that the principle of interpretation that holds that ambiguities in terms or conditions are construed against the drafter shall not apply in interpreting this agreement.

C. Federal Award Performance Goals

U.S. Department of Housing and Urban Development — Federal Award Agreement

The Recipient must meet any applicable performance goals, indicators, targets, and baseline data as required by applicable program requirements.

D. Specific Terms and Conditions

Not applicable ☒ Attached ☐

For the U.S. Department of HUD (name and title of authorized official)	Signature	Date
For the Recipient (name and title of authorized official)	Signature	Date
Rickelle Williams, City Manager	Rickelle Williams	10/2/2025

U.S. Department of Housing and Urban Development — Federal Award Agreement

ADDENDUM 1. POLICY REQUIREMENTS

If applicable:

1. The Recipient shall not use grant funds to promote “gender ideology,” as defined in Executive Order (E.O.) 14168, Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government;
2. The Recipient agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the U.S. Government’s payment decisions for purposes of section 3729(b)(4) of title 31, United States Code;
3. The Recipient certifies that it does not operate any programs that violate any applicable Federal anti-discrimination laws, including Title VI of the Civil Rights Act of 1964;
4. The Recipient shall not use any grant funds to fund or promote elective abortions, as required by E.O. 14182, Enforcing the Hyde Amendment; and that,
5. Notwithstanding anything in the NOFO or Application, this Grant shall not be governed by Executive Orders revoked by E.O. 14154, including E.O. 14008, or NOFO requirements implementing Executive Orders that have been revoked.
6. The Recipient must administer its grant in accordance with all applicable immigration restrictions and requirements, including the eligibility and verification requirements that apply under title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, as amended (8 U.S.C. 1601-1646) (PRWORA) and any applicable requirements that HUD, the Attorney General, or the U.S. Citizenship and Immigration Services may establish from time to time to comply with PRWORA, Executive Order 14218, or other Executive Orders or immigration laws.
7. No state or unit of general local government that receives funding under this grant may use that funding in a manner that by design or effect facilitates the subsidization or promotion of illegal immigration or shields illegal aliens from deportation, including by maintaining policies or practices that materially impede enforcement of federal immigration statutes and regulations.
8. The Recipient must use SAVE, or an equivalent verification system approved by the Federal government, to prevent any Federal public benefit from being provided to an ineligible alien who entered the United States illegally or is otherwise unlawfully present in the United States.
9. Faith-based organizations may be subrecipients for funds on the same basis as any other organization. Recipients may not, in the selection of subrecipients, discriminate against an organization based on the organization’s religious character, affiliation, or exercise.

ADDENDUM 2. PROGRAM-SPECIFIC REQUIREMENTS

Assistance Listing 14.218, Community Development Block Grant Program for Entitlement Communities

Assistance Listing 14.225, Community Development Block Grant Program for Insular Areas

Assistance Listing 14.228, Community Development Block Grant Program for States and Non-Entitlement Grants in Hawaii

1. *Environmental Review.* The Recipient agrees to assume all 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 of the Housing and Community Development Act of 1974 and published in 24 C.F.R. part 58; except that if the Recipient is a state, the Recipient must require the unit of general local government to assume that responsibility and must comply with the state's responsibilities under 24 C.F.R. 58.4.
2. *Public Use.* The Recipient 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 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 that benefit or serve the general public (including energy-, communication-, water-, 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 (Pub. Law No. 107-118) shall be considered a public use for purposes of eminent domain.
3. *Prohibition on Selling, Trading, and Transferring Funds.* The Recipient 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 Housing and Community Development Act of 1974.
4. *Construction of Water and Sewer Facilities.* Notwithstanding any other provision of this agreement, the Recipient may not obligate or expend award funds to plan or construct water or sewer facilities, including any new or revised activities, until after 1) it completes the review procedures required under Executive Order 12372, Intergovernmental Review of Federal Programs, and 24 C.F.R. part 52 and 2) HUD provides written notice of the release of funds.
5. *Funds for For-Profit Entities.* Under 42 U.S.C. § 5305(a)(17), CDBG funds may not be provided to a for-profit entity unless such activity or project has been evaluated and selected in accordance with Appendix A to 24 C.F.R. § 570, *Guidelines and Objectives for Evaluating Project Costs and Financial Requirements*.
6. *Violence Against Women Act.* The Recipient will comply with the right to report crime and emergencies protections at 34 U.S.C. § 12495 of the Violence Against Women Act.

U.S. Department of Housing and Urban Development — Federal Award Agreement

7. Funding Information and Period of Performance and Budget Period End Dates

Source of Funds	Amount	Period of Performance End Date	Budget Period End Date
2025	\$1,518,117.00	9/30/2033	9/30/2033

U.S. Department of Housing and Urban Development — Federal Award Agreement

ADDENDUM 3. INDIRECT COST RATE SCHEDULE

As the duly authorized representative of the Recipient, I certify that the Recipient:

- ☒ Will not use an indirect cost rate to calculate and charge indirect costs under the grant.
- ☐ Will calculate and charge indirect costs under the grant by applying a *de minimis* rate as provided by 2 C.F.R. § 200.414(f), as may be amended from time to time.
- ☐ Will calculate and charge indirect costs under the grant using the indirect cost rate(s) listed below, and each rate listed is included in an indirect cost rate proposal developed in accordance with the applicable appendix to 2 C.F.R. part 200 and, *if required*, was approved by the cognizant agency for indirect costs.

Agency/department/major function	Indirect cost rate	Type of Direct Cost Base
	%	
	%	
	%	

Instructions for the Recipient:

The Recipient must mark the one (and only one) checkbox above that best reflects how the Recipient's indirect costs will be calculated and charged under the grant. Do not include indirect cost rate information for subrecipients.

The table following the third box must be completed only if that box is checked. When listing a rate in the table, enter both the percentage amount (e.g., 10%) and the type of direct cost base to be used. For example, if the direct cost base used for calculating indirect costs is Modified Total Direct Costs, then enter "MTDC" in the "Type of Direct Cost Base" column.

If using the Simplified Allocation Method for indirect costs, enter the applicable indirect cost rate and type of direct cost base in the first row of the table.

If using the Multiple Allocation Base Method, enter each major function of the organization for which a rate was developed and will be used under the grant, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied.

If the Recipient is a government and more than one agency or department will carry out activities under the grant, enter each agency or department that will carry out activities under the grant, the indirect cost rate(s) for that agency or department, and the type of direct cost base to which each rate will be applied.

To learn more about the indirect cost requirements, see 2 C.F.R. part 200, subpart E and Appendix VII to Part 200 (for state and local governments).

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
OFFICE OF COMMUNITY PLANNING AND DEVELOPMENT
FEDERAL AWARD AGREEMENT

A. General Federal Award Information

1. Recipient name (must match Unique Entity Identifier name) and address: Ft Lauderdale 350 SE 2nd St Fort Lauderdale, FL 33301-1919	12. Assistance listing number and title: 14.239, HOME Investment Partnerships Program
2. Recipient's Unique Entity Identifier: EYC3YWKM3H25	13. Amount of federal funds obligated by this action: \$624,207.61
3. Tax identification number: 596000319	14. Total amount of federal funds obligated: \$624,207.61
4. Federal Award Identification Number (FAIN): M25MC120205	15. Total approved cost sharing (if applicable): See Addendum 2
5. Instrument type: Grant ☒ Cooperative agreement ☐ Loan Guarantee ☐	16. Total federal award amount, including approved cost sharing: \$624,207.61
6. Period of performance start and end date: - 09/30/2034	17. Budget approved by HUD:
7. Budget period start and end date: FY 2025 through FY 2033	18. Fiscal year: See Addendum 2
8. Initial Agreement ☒ Amendment ☐ #	19. Statutory authority: 42 U.S.C. 12701 et seq
9. Indirect cost rate (per § 200.414): Recipients must complete Addendum 3: Indirect Cost Rate Schedule	20. Applicable appropriations act(s): Public Law 118-158, Public Law 119-4
10. Is this award for research and development (per 2 C.F.R. § 200.1)? Yes ☐ No ☒	21. Notice/notice of funding opportunity this award is made under (if applicable): N/A
11. Awarding official name and contact information:	22. Program regulations (if applicable): 24 C.F.R. Part 92
23. Federal award description: Under the HOME Investment Partnerships Program, HUD allocates funds by formula among eligible State and local governments to strengthen public-private partnerships and to expand the supply of decent, safe, sanitary, and affordable housing, with primary attention to rental housing, for very low-income and low-income families. • Addendum 1. Policy Requirements • Addendum 2. Program-Specific Requirements • Addendum 3. Indirect Cost Rate Schedule	

Authority and Agreement. This agreement between the U.S. Department of Housing and Urban Development (HUD) and the Recipient is made pursuant to the statutory authority above (box 19) and is subject to the applicable appropriations act(s) (box 20). This agreement incorporates by reference the HOME Investment Partnerships program statute 42 U.S.C. 12701 et seq., the program regulations at 24 C.F.R. § 92 (as now in effect and as may be amended from time to time), Recipient's consolidated plan/action plan, the relevant funding notice (box 21), any attached Specific Terms and Conditions, and the attached addenda (box 23).

U.S. Department of Housing and Urban Development — Federal Award Agreement

B. Terms and Conditions

1. *General terms and requirements.* The Recipient must comply with all applicable federal laws, regulations, and requirements unless otherwise provided through HUD's formal waiver authorities. This agreement, including any attachments and addenda, may only be amended in writing executed by parties to this agreement and any addenda.
2. *Administrative requirements.* The Recipient must comply with the following requirement(s) if checked below:
 - ☐ The administrative requirements in the HUD General Administrative, National, and Departmental Policy Requirements and Terms for HUD's Financial Assistance Programs 2025, as indicated in the relevant NOFO, apply to this agreement.
 - ☒ The grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Unique Entity Identifier (UEI); the System for Award Management (SAM.gov.); the Federal Funding Accountability and Transparency Act as provided in 2 C.F.R. part 25, Universal Identifier and General Contractor Registration; and 2 C.F.R. part 170, Reporting Subaward and Executive Compensation Information.
3. *Applicability of 2 C.F.R. part 200.*
 - ☒ The Recipient must comply with the applicable requirements at 2 C.F.R. part 200, as may be amended from time to time. If any previous or future amendments to 2 C.F.R. part 200 replace or renumber any part 200 section cited in HUD's regulations in Title 24 of the Code of Federal Regulations, the amended part 200 requirements will govern award activities carried out after the amendments' effective date.
 - ☐ The Recipient must comply with the applicable requirements at 2 C.F.R. part 200. If any previous amendments to 2 C.F.R. part 200 replace or renumber any part 200 section cited in HUD's regulations in Title 24 of the Code of Federal Regulations, the amended part 200 requirements will govern award activities carried out after the amendments' effective date.
4. *Future budget periods.* If the period of performance spans multiple budget periods, subsequent budget periods are subject to the availability of funds, program authority, satisfactory performance, and compliance with the terms and conditions of the Federal award.
5. *Indirect Cost Rate.* If the Recipient intends to use a negotiated or de minimis rate for indirect costs, the Recipient must submit an Indirect Cost Rate form to HUD, either with its application using HUD-426 (competitive grants) or with this agreement using "Addendum #3 "Indirect Cost Rate Schedule" (formula and congressional grants). The submitted form/addendum will be incorporated into and made part of this agreement, provided that the rate information is consistent with the applicable requirements under 2 C.F.R. § 200.414. If there is any change in the Recipient's indirect cost rate, it must immediately notify HUD and execute an amendment to this agreement to reflect the change if necessary.
6. *Recipient integrity and performance matters.* If the Federal share of this award is more than \$500,000 over the period of performance (box 6), the terms and conditions in 2 C.F.R. part 200 Appendix XII apply to this agreement.
7. *Recordkeeping and Access to Records.* The Recipient hereby agrees to maintain complete and accurate books of account for this award and award activities in such a manner as to permit the preparation of statements and reports in accordance with HUD requirements, and to permit timely and effective audit. The Recipient agrees to furnish HUD such financial and project reports, records, statements, subrecipient data, and documents at such times, in such form, and accompanied by such reporting data as required by HUD. HUD and its duly authorized representative shall have full and free access to all Recipient offices and facilities, and to all books, documents, and records of the Recipient relevant to the administration, receipt, and use of this award and award activities, including the right to audit and make copies. The Recipient agrees to maintain records that identify the source and application of funds, including relevant subrecipient data, in such a manner as to allow HUD to determine that all funds are and have been expended in accordance with program requirements and in a manner consistent with applicable law.

U.S. Department of Housing and Urban Development — Federal Award Agreement

Further, the Recipient hereby acknowledges that HUD is in the process of implementing new grants management and reporting tools, which will be made available for the Recipient's use in the future. The Recipient agrees to report on grant performance and financial activities (including vendor and cash disbursement supporting details for the Recipient and its subrecipients) using these new tools when they are released. HUD will work with the Recipient to support the Recipient's transition to this new reporting environment. Once implemented, timely reporting in this new environment will be mandatory. HUD reserves the right to exercise all of its available rights and remedies for any noncompliance with these grants management and financial reporting requirements, to include, without limitation, requiring 100% review, suspension of disbursements, and all other legally available remedies, to the furthest extent permitted by law, as amended.

8. **Noncompliance.** If the Recipient fails to comply with the provisions of this agreement, HUD may take one or more of the actions provided in program statutes, regulations or 2 C.F.R. § 200.339, as applicable. Nothing in this agreement shall limit any remedies otherwise available to HUD in the case of noncompliance by the Recipient. 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 of or acquiescence in any Recipient noncompliance.
9. **Termination provisions.** Unless superseded by program statutes, regulations or NOFOs, the termination provisions in 2 C.F.R. § 200.340 apply.
10. **Build America, Buy America.** The Recipient must comply with the requirements of the Build America, Buy America (BABA) Act, 41 U.S.C. § 8301 note, and all applicable rules and notices, as may be amended, if applicable. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 Fed. Reg. 17001), BABA requirements apply to any infrastructure projects HUD has obligated funds for after the effective dates, unless excepted by a waiver.
11. **Waste, Fraud, Abuse, and Whistleblower Protections.** Any person who becomes aware of the existence or apparent existence of fraud, waste, or abuse of any HUD award must report such incidents to both the HUD official responsible for the award and to HUD's Office of Inspector General (OIG). Allegations of fraud, waste, and abuse related to HUD programs can be reported to the HUD OIG hotline via phone at 1-800-347-3735 or online hotline form. The Recipient must comply with 41 U.S.C. § 4712, which includes informing employees in writing of their rights and remedies, in the predominant native language of the workforce. Under 41 U.S.C. § 4712, employees of a government contractor, subcontractor, recipient, and subrecipient—as well as a personal services contractor—who make a protected disclosure about a Federal award or contract cannot be discharged, demoted, or otherwise discriminated against if they reasonably believe the information they disclose is evidence of (1) gross mismanagement of a Federal contract or award; (2) waste of Federal funds; (3) abuse of authority relating to a Federal contract or award; (4) substantial and specific danger to public health and safety; or (5) violations of law, rule, or regulation related to a Federal contract or award.
12. **Third-Party Claims.** Nothing in this agreement shall be construed as creating or justifying any claim against the federal government or the Recipient by any third party.
13. **Rule of Construction and No Construction Against Drafter.** Notwithstanding anything contained in this agreement, the terms and conditions hereof are to be construed to have full and expansive effect in both interpretation and application, and the parties agree that the principle of interpretation that holds that ambiguities in terms or conditions are construed against the drafter shall not apply in interpreting this agreement.

C. Federal Award Performance Goals

The Recipient must meet any applicable performance goals, indicators, targets, and baseline data as required by applicable program requirements.

D. Specific Terms and Conditions

Not applicable ☐ Attached ☐

U.S. Department of Housing and Urban Development — Federal Award Agreement

For the U.S. Department of HUD (name and title of authorized official)	Signature	Date
For the Recipient (name and title of authorized official)	Signature	Date
Rickelle Williams, City Manager	Rickelle Williams	10/3/25

U.S. Department of Housing and Urban Development — Federal Award Agreement

ADDENDUM 1. POLICY REQUIREMENTS

If applicable:

1. The Recipient shall not use grant funds to promote “gender ideology,” as defined in Executive Order (E.O.) 14168, Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government;
2. The Recipient agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the U.S. Government’s payment decisions for purposes of section 3729(b)(4) of title 31, United States Code;
3. The Recipient certifies that it does not operate any programs that violate any applicable Federal anti-discrimination laws, including Title VI of the Civil Rights Act of 1964;
4. The Recipient shall not use any grant funds to fund or promote elective abortions, as required by E.O. 14182, Enforcing the Hyde Amendment; and that,
5. Notwithstanding anything in the NOFO or Application, this Grant shall not be governed by Executive Orders revoked by E.O. 14154, including E.O. 14008, or NOFO requirements implementing Executive Orders that have been revoked.
6. The Recipient must administer its grant in accordance with all applicable immigration restrictions and requirements, including the eligibility and verification requirements that apply under title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, as amended (8 U.S.C. 1601-1646) (PRWORA) and any applicable requirements that HUD, the Attorney General, or the U.S. Citizenship and Immigration Services may establish from time to time to comply with PRWORA, Executive Order 14218, or other Executive Orders or immigration laws.
7. No state or unit of general local government that receives funding under this grant may use that funding in a manner that by design or effect facilitates the subsidization or promotion of illegal immigration or shields illegal aliens from deportation, including by maintaining policies or practices that materially impede enforcement of federal immigration statutes and regulations.
8. The Recipient must use SAVE, or an equivalent verification system approved by the Federal government, to prevent any Federal public benefit from being provided to an ineligible alien who entered the United States illegally or is otherwise unlawfully present in the United States.
9. Faith-based organizations may be subrecipients for funds on the same basis as any other organization. Recipients may not, in the selection of subrecipients, discriminate against an organization based on the organization’s religious character, affiliation, or exercise.

ADDENDUM 2. PROGRAM-SPECIFIC REQUIREMENTS

Assistance Listing 14.239, HOME Investment Partnerships Program

1. For the purposes of this Agreement and any applicable addenda, the term “recipient” shall have the meaning of “grantee”, “participating jurisdiction” as defined in 24 C.F.R. 92.2., or “insular area” as defined in 24 C.F.R. 92.2.
2. *Community Housing Development Organizations (CHDOs).* When 42 U.S.C. 12771(b) is suspended by a given year’s appropriations, the Secretary shall not deduct funds set aside for CHDOs from the Recipient’s HOME Investment Trust Fund for failure to reserve those funds for projects owned, developed, or sponsored by CHDOs within 24 months after the last day of the month in which HUD notifies the Recipient of HUD’s execution of this Agreement.
3. *Commitment.* When 42 U.S.C. 12749(g) is suspended by a given year’s appropriations, the Recipient’s ability to commit funds provided through this Agreement will not expire 24 months after the last day of the month in which such funds are deposited in the jurisdiction’s HOME Investment Trust Fund.
4. *Deobligations.* To the extent authorized by HUD regulations at 24 C.F.R. Part 92, HUD may, by its execution of an amendment to this Agreement, deobligate funds previously awarded to the Recipient without the Recipient’s execution of the amendment or other consent.
5. *State Environmental Review.* If a Recipient is a State, as defined in 24 C.F.R. 92.2, and the Recipient provides HOME funds to a “State recipient”, as that term is defined in 24 CFR 92.2, then the Recipient must require that the “State recipient” shall assume responsibility for the environmental review in accordance with 24 CFR 92.352 in the written agreement entered into pursuant to 24 CFR 92.504. Notwithstanding the foregoing, as per 24 CFR 92.504(c)(1)(vi), the “State recipient” shall not assume the Recipient’s responsibilities for release of funds under 24 CFR 92.352.
6. *Reallocations.* 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 Recipient’s execution of the amendment or other consent.
7. *Repayments.* The Recipient agrees that funds invested in affordable housing under 24 C.F.R. Part 92 are repayable when the housing no longer qualifies as affordable housing. Repayment shall be made as specified in 24 C.F.R. Part 92.
8. *Cost Sharing.* This award is subject to match provisions in 24 C.F.R. 92.64(a)(1) and 24 C.F.R. 92.218-222, as applicable. The amount of match that a recipient may be required to provide in a year is not based upon the amount of the recipient’s award. Under 24 C.F.R. 92.218, the amount of match that a recipient may be required to provide is determined by the type of eligible costs incurred by the recipient and the amount of funds drawn from the HOME Investment Trust Fund Treasury Account in that year. Since these factors are fact-sensitive, the amount of match is not included in either **Box 15** or **Box 16** of this Agreement.

U.S. Department of Housing and Urban Development — Federal Award Agreement

9. *Funding Information:*

Source of Funds	Appropriation Code	PAS Code	Amount
2023	86 3/6 0205	HMF (M)	\$3,101.32
2024	86 4/7 0205	HMF (N)	\$2,327.70
2025	86 5/8 0205	HMF (P)	\$618,778.59

U.S. Department of Housing and Urban Development — Federal Award Agreement

ADDENDUM 3. INDIRECT COST RATE SCHEDULE

As the duly authorized representative of the Recipient, I certify that the Recipient:

- ☒ Will not use an indirect cost rate to calculate and charge indirect costs under the grant.
- ☐ Will calculate and charge indirect costs under the grant by applying a *de minimis* rate as provided by 2 C.F.R. § 200.414(f), as may be amended from time to time.
- ☐ Will calculate and charge indirect costs under the grant using the indirect cost rate(s) listed below, and each rate listed is included in an indirect cost rate proposal developed in accordance with the applicable appendix to 2 C.F.R. part 200 and, *if required*, was approved by the cognizant agency for indirect costs.

Agency/department/major function	Indirect cost rate	Type of Direct Cost Base
	%	
	%	
	%	

Instructions for the Recipient:

The Recipient must mark the one (and only one) checkbox above that best reflects how the Recipient's indirect costs will be calculated and charged under the grant. Do not include indirect cost rate information for subrecipients.

The table following the third box must be completed only if that box is checked. When listing a rate in the table, enter both the percentage amount (e.g., 10%) and the type of direct cost base to be used. For example, if the direct cost base used for calculating indirect costs is Modified Total Direct Costs, then enter "MTDC" in the "Type of Direct Cost Base" column.

If using the Simplified Allocation Method for indirect costs, enter the applicable indirect cost rate and type of direct cost base in the first row of the table.

If using the Multiple Allocation Base Method, enter each major function of the organization for which a rate was developed and will be used under the grant, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied.

If the Recipient is a government and more than one agency or department will carry out activities under the grant, enter each agency or department that will carry out activities under the grant, the indirect cost rate(s) for that agency or department, and the type of direct cost base to which each rate will be applied.

To learn more about the indirect cost requirements, see 2 C.F.R. part 200, subpart E and Appendix VII to Part 200 (for state and local governments).

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
OFFICE OF COMMUNITY PLANNING AND DEVELOPMENT
FEDERAL AWARD AGREEMENT

A. General Federal Award Information

1. Recipient name (must match Unique Entity Identifier name) and address: Ft Lauderdale 350 SE 2nd St Fort Lauderdale, FL 33301-1919	12. Assistance listing number and title: 14.241, Housing Opportunities for Persons With AIDS (HOPWA) Program
2. Recipient's Unique Entity Identifier: EYC3YWKM3H25	13. Amount of federal funds obligated by this action: \$7,981,453.00
3. Tax identification number: 596000319	14. Total amount of federal funds obligated: \$7,981,453.00
4. Federal Award Identification Number (FAIN): FLH25F004	15. Total approved cost sharing (if applicable): N/A
5. Instrument type: Grant ☒ Cooperative agreement ☐ Loan Guarantee ☐	16. Total federal award amount, including approved cost sharing: \$7,981,453.00
6. Period of performance start and end date:	17. Budget approved by HUD:
7. Budget period start and end date:	18. Fiscal year: 2025
8. Initial Agreement ☒ Amendment ☐ #	19. Statutory authority: 42 U.S.C. §§ 12901-12912
9. Indirect cost rate (per § 200.414): Recipients must complete Addendum 3: Indirect Cost Rate Schedule	20. Applicable appropriations act(s): Public Law 119 - 4
10. Is this award for research and development (per 2 C.F.R. § 200.1)? Yes ☐ No ☒	21. Notice/notice of funding opportunity this award is made under (if applicable): N/A
11. Awarding official name and contact information:	22. Program regulations (if applicable): 24 C.F.R. Part 574
23. Federal award description: The Housing Opportunities for Persons with AIDS (HOPWA) program was established to provide housing assistance and related supportive services for low-income persons living with HIV/AIDS and their families.	
- Addendum 1. Policy Requirements - Addendum 2. Program-Specific Requirements - Addendum 3. Indirect Cost Rate Schedule	

Authority and Agreement. This agreement between the U.S. Department of Housing and Urban Development (HUD) and the Recipient is made pursuant to the statutory authority above (box 19) and is subject to the applicable appropriations act(s) (box 20). This agreement incorporates by reference the Housing Opportunities for Persons With AIDS program statute 42 U.S.C. §§ 12901-12912, the program regulations at 24 C.F.R. § 574 (as now in effect and as may be amended from time to time), Recipient's consolidated plan/action plan, the relevant funding notice (box 21), any attached Specific Terms and Conditions, and the attached addenda (box 23).

U.S. Department of Housing and Urban Development — Federal Award Agreement

B. Terms and Conditions

1. *General terms and requirements.* The Recipient must comply with all applicable federal laws, regulations, and requirements, unless otherwise provided through HUD's formal waiver authorities. This agreement, including any attachments and addenda, may only be amended in writing executed by parties to this agreement and any addenda.
2. *Administrative requirements.* The Recipient must comply with the following requirement(s) if checked below:
 - ☐ The administrative requirements in the HUD General Administrative, National, and Departmental Policy Requirements and Terms for HUD's Financial Assistance Programs 2025, as indicated in the relevant NOFO, apply to this agreement.
 - ☒ The grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Unique Entity Identifier (UEI); the System for Award Management (SAM.gov.); the Federal Funding Accountability and Transparency Act as provided in 2 C.F.R. part 25, Universal Identifier and General Contractor Registration; and 2 C.F.R. part 170, Reporting Subaward and Executive Compensation Information.
3. *Applicability of 2 C.F.R. part 200.*
 - ☒ The Recipient must comply with the applicable requirements at 2 C.F.R. part 200, as may be amended from time to time. If any previous or future amendments to 2 C.F.R. part 200 replace or renumber any part 200 section cited in HUD's regulations in Title 24 of the Code of Federal Regulations, the amended part 200 requirements will govern award activities carried out after the amendments' effective date.
 - ☐ The Recipient must comply with the applicable requirements at 2 C.F.R. part 200. If any previous amendments to 2 C.F.R. part 200 replace or renumber any part 200 section cited in HUD's regulations in Title 24 of the Code of Federal Regulations, the amended part 200 requirements will govern award activities carried out after the amendments' effective date.
4. *Future budget periods.* If the period of performance spans multiple budget periods, subsequent budget periods are subject to the availability of funds, program authority, satisfactory performance, and compliance with the terms and conditions of the Federal award.
5. *Indirect Cost Rate.* If the Recipient intends to use a negotiated or de minimis rate for indirect costs, the Recipient must submit an Indirect Cost Rate form to HUD, either with its application using HUD-426 (competitive grants) or with this agreement using "Addendum #3 "Indirect Cost Rate Schedule" (formula and congressional grants). The submitted form/addendum will be incorporated into and made part of this agreement, provided that the rate information is consistent with the applicable requirements under 2 C.F.R. § 200.414. If there is any change in the Recipient's indirect cost rate, it must immediately notify HUD and execute an amendment to this agreement to reflect the change if necessary.
6. *Recipient integrity and performance matters.* If the Federal share of this award is more than \$500,000 over the period of performance (box 6), the terms and conditions in 2 C.F.R. part 200 Appendix XII apply to this agreement.
7. *Recordkeeping and Access to Records.* The Recipient hereby agrees to maintain complete and accurate books of account for this award and award activities in such a manner as to permit the preparation of statements and reports in accordance with HUD requirements, and to permit timely and effective audit. The Recipient agrees to furnish HUD such financial and project reports, records, statements, subrecipient data, and documents at such times, in such form, and accompanied by such reporting data as required by HUD. HUD and its duly authorized representative shall have full and free access to all Recipient offices and facilities, and to all books, documents, and records of the Recipient relevant to the administration, receipt, and use of this award and award activities, including the right to audit and make copies. The Recipient agrees to maintain records that identify the source and application of funds, including relevant subrecipient data, in such a manner as to allow HUD to determine that all funds are and have been expended in accordance with program requirements and in a manner consistent with applicable law.

U.S. Department of Housing and Urban Development — Federal Award Agreement

Further, the Recipient hereby acknowledges that HUD is in the process of implementing new grants management and reporting tools, which will be made available for the Recipient's use in the future. The Recipient agrees to report on grant performance and financial activities (including vendor and cash disbursement supporting details for the Recipient and its subrecipients) using these new tools when they are released. HUD will work with the Recipient to support the Recipient's transition to this new reporting environment. Once implemented, timely reporting in this new environment will be mandatory. HUD reserves the right to exercise all of its available rights and remedies for any noncompliance with these grants management and financial reporting requirements, to include, without limitation, requiring 100% review, suspension of disbursements, and all other legally available remedies, to the furthest extent permitted by law, as amended.

8. **Noncompliance.** If the Recipient fails to comply with the provisions of this agreement, HUD may take one or more of the actions provided in program statutes, regulations or 2 C.F.R. § 200.339, as applicable. Nothing in this agreement shall limit any remedies otherwise available to HUD in the case of noncompliance by the Recipient. 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 of or acquiescence in any Recipient noncompliance.
9. **Termination provisions.** Unless superseded by program statutes, regulations or NOFOs, the termination provisions in 2 C.F.R. § 200.340 apply.
10. **Build America, Buy America.** The Recipient must comply with the requirements of the Build America, Buy America (BABA) Act, 41 U.S.C. § 8301 note, and all applicable rules and notices, as may be amended, if applicable. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 Fed. Reg. 17001), BABA requirements apply to any infrastructure projects HUD has obligated funds for after the effective dates, unless excepted by a waiver.
11. **Waste, Fraud, Abuse, and Whistleblower Protections.** Any person who becomes aware of the existence or apparent existence of fraud, waste, or abuse of any HUD award must report such incidents to both the HUD official responsible for the award and to HUD's Office of Inspector General (OIG). Allegations of fraud, waste, and abuse related to HUD programs can be reported to the HUD OIG hotline via phone at 1-800-347-3735 or online hotline form. The Recipient must comply with 41 U.S.C. § 4712, which includes informing employees in writing of their rights and remedies, in the predominant native language of the workforce. Under 41 U.S.C. § 4712, employees of a government contractor, subcontractor, recipient, and subrecipient—as well as a personal services contractor—who make a protected disclosure about a Federal award or contract cannot be discharged, demoted, or otherwise discriminated against if they reasonably believe the information they disclose is evidence of (1) gross mismanagement of a Federal contract or award; (2) waste of Federal funds; (3) abuse of authority relating to a Federal contract or award; (4) substantial and specific danger to public health and safety; or (5) violations of law, rule, or regulation related to a Federal contract or award.
12. **Third-Party Claims.** Nothing in this agreement shall be construed as creating or justifying any claim against the federal government or the Recipient by any third party.
13. **Rule of Construction and No Construction Against Drafter.** Notwithstanding anything contained in this agreement, the terms and conditions hereof are to be construed to have full and expansive effect in both interpretation and application, and the parties agree that the principle of interpretation that holds that ambiguities in terms or conditions are construed against the drafter shall not apply in interpreting this agreement.

C. Federal Award Performance Goals

The Recipient must meet any applicable performance goals, indicators, targets, and baseline data as required by applicable program requirements.

D. Specific Terms and Conditions

Not applicable ☒ Attached ☐

U.S. Department of Housing and Urban Development — Federal Award Agreement

For the U.S. Department of HUD (name and title of authorized official)	Signature	Date/ Federal Award Date
For the Recipient (name and title of authorized official) Rickelle Williams City Manager	Signature Rickelle Williams	Date 10/3/25

U.S. Department of Housing and Urban Development — Federal Award Agreement

ADDENDUM 1. POLICY REQUIREMENTS

If applicable:

1. The Recipient shall not use grant funds to promote “gender ideology,” as defined in Executive Order (E.O.) 14168, Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government;
2. The Recipient agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the U.S. Government’s payment decisions for purposes of section 3729(b)(4) of title 31, United States Code;
3. The Recipient certifies that it does not operate any programs that violate any applicable Federal anti-discrimination laws, including Title VI of the Civil Rights Act of 1964;
4. The Recipient shall not use any grant funds to fund or promote elective abortions, as required by E.O. 14182, Enforcing the Hyde Amendment; and that,
5. Notwithstanding anything in the NOFO or Application, this Grant shall not be governed by Executive Orders revoked by E.O. 14154, including E.O. 14008, or NOFO requirements implementing Executive Orders that have been revoked.
6. The Recipient must administer its grant in accordance with all applicable immigration restrictions and requirements, including the eligibility and verification requirements that apply under title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, as amended (8 U.S.C. 1601-1646) (PRWORA) and any applicable requirements that HUD, the Attorney General, or the U.S. Citizenship and Immigration Services may establish from time to time to comply with PRWORA, Executive Order 14218, or other Executive Orders or immigration laws.
7. No state or unit of general local government that receives funding under this grant may use that funding in a manner that by design or effect facilitates the subsidization or promotion of illegal immigration or shields illegal aliens from deportation, including by maintaining policies or practices that materially impede enforcement of federal immigration statutes and regulations.
8. The Recipient must use SAVE, or an equivalent verification system approved by the Federal government, to prevent any Federal public benefit from being provided to an ineligible alien who entered the United States illegally or is otherwise unlawfully present in the United States.
9. Faith-based organizations may be subrecipients for funds on the same basis as any other organization. Recipients may not, in the selection of subrecipients, discriminate against an organization based on the organization’s religious character, affiliation, or exercise.

ADDENDUM 2. PROGRAM-SPECIFIC REQUIREMENTS

Assistance Listing 14.241, Housing Opportunities for Persons With AIDS (HOPWA) Program

1. *Pre-Award Costs.* The funds may be used for costs incurred before the period of performance/budget period under the conditions specified in HUD Notice CPD-25-02 or another prior written approval by HUD; or if the Recipient is not covered by Notice CPD-25-02, under the condition that the costs are otherwise allowable and were incurred on or after the date HUD received the Recipient's Consolidated Plan submission, the Recipient's program year start date, or 90 calendar days before the period of performance start date in **Box 6** (whichever is latest).
2. *Scope and Requirements.* The Recipient and each project sponsor that receives grant funds must (1) comply with the HOPWA regulations, other applicable HUD regulations, and such other terms and conditions as HUD may establish for purposes of carrying out HOPWA activities in an effective and efficient manner; (2) conduct an ongoing assessment of the housing assistance and supportive services required by the participants in HOPWA activities; (3) assure the adequate provision of supportive services to the participants in HOPWA activities; (4) cooperate and coordinate in providing assistance under HOPWA with the relevant state- and local-government agencies responsible for services for eligible persons in the area served by the Recipient and with other public and private organizations and agencies providing services for eligible persons; (5) prohibit any fee, except rent, from being charged of any eligible person for any housing or services provided with grant funds; (6) ensure the confidentiality of the name of any individual assisted through HOPWA activities and any other information regarding individuals receiving assistance with grant funds; and (7) maintain and make available to HUD for inspection financial records sufficient, in HUD's determination, to ensure proper accounting and disbursing of grant funds.
3. *Project Sponsors.* The Recipient may only provide grant funds to project sponsors pursuant to legally binding agreements that contain the provisions required by 2 C.F.R. § 200.332(a) and state each commitment to which the project sponsor must agree under 24 C.F.R. § 574.500(b)(1)–(4).
4. *Funds Drawdown and Reconciliation.* Not less than once every 90 calendar days, starting from the period of performance start date, the Recipient must draw down grant funds for allowable costs and in accordance with 2 C.F.R. §§ 200.305 and 200.403 and reconcile its accounting records with the financial data reported to HUD through the Integrated Disbursement and Information System ("IDIS") in accordance with 2 C.F.R. §§ 200.302 and 200.303. The Recipient must comply with HUD instructions regarding use of and reporting in IDIS or its successor.
5. *Performance Reporting.* The Recipient must submit a Consolidated Annual Performance and Evaluation Report (CAPER) in accordance with 24 C.F.R. §§ 91.520 and 574.520(a), the SF-425 in accordance with 2 C.F.R. 200.328(a), and provide the HOPWA information using form HUD-4155.
6. *Eligibility Records.* The Recipient must update client eligibility records no less than annually.
7. *Program Income.* Program income may be treated as an addition to the grant funds, provided that the Recipient uses that income for allowable costs under this grant agreement.
8. *Environmental Review.* If Recipient is a State or Unit of General Local Government and is the responsible entity pursuant to 24 C.F.R. part 58, the Recipient agrees to assume the responsibility

U.S. Department of Housing and Urban Development — Federal Award Agreement

for environmental review, decision-making, and action that would otherwise apply to HUD in accordance with 24 C.F.R. §§ 58.4 and 574.510. If Recipient is a State and distributes funds to a unit of general local government, the Recipient must require the unit of general local government to assume that responsibility and must comply with the state's responsibilities under 24 C.F.R. 58.4.

9. *Default.* A default shall occur when the Recipient fails to comply with the provisions of this agreement. In the event of a default, HUD may take one or more of the actions provided in 2 C.F.R. § 200.339 after providing the Recipient with an opportunity for informal consultation in accordance with 24 C.F.R. § 574.500(c). Nothing in this Grant Agreement shall limit any remedies otherwise available to HUD in the case of a default by the Recipient. No delay or omissions by HUD in exercising any right or remedy available to it under this Grant Agreement shall impair any such right or remedy or constitute a waiver or acquiescence in any Recipient default.
10. *Closeout.* This grant will be closed out as provided by 2 C.F.R. § 200.344 and Notice CPD-23-04, unless otherwise provided by a subsequent regulation or HUD notice.
11. *Deobligation.* To the extent authorized by applicable law, HUD may, by its execution of an amendment, deobligate funds under this Grant Agreement without the Recipient's execution of the amendment or other consent.

U.S. Department of Housing and Urban Development — Federal Award Agreement

ADDENDUM 3. INDIRECT COST RATE SCHEDULE

As the duly authorized representative of the Recipient, I certify that the Recipient:

- ☒ Will not use an indirect cost rate to calculate and charge indirect costs under the grant.
- ☐ Will calculate and charge indirect costs under the grant by applying a *de minimis* rate as provided by 2 C.F.R. § 200.414(f), as may be amended from time to time.
- ☐ Will calculate and charge indirect costs under the grant using the indirect cost rate(s) listed below, and each rate listed is included in an indirect cost rate proposal developed in accordance with the applicable appendix to 2 C.F.R. part 200 and, if required, was approved by the cognizant agency for indirect costs.

Agency/department/major function	Indirect cost rate	Type of Direct Cost Base
	%	
	%	
	%	

Instructions for the Recipient:

The Recipient must mark the one (and only one) checkbox above that best reflects how the Recipient's indirect costs will be calculated and charged under the grant. Do not include indirect cost rate information for project sponsors.

The table following the third box must be completed only if that box is checked. When listing a rate in the table, enter both the percentage amount (e.g., 10%) and the type of direct cost base to be used. For example, if the direct cost base used for calculating indirect costs is Modified Total Direct Costs, then enter "MTDC" in the "Type of Direct Cost Base" column.

If using the Simplified Allocation Method for indirect costs, enter the applicable indirect cost rate and type of direct cost base in the first row of the table.

If using the Multiple Allocation Base Method, enter each major function of the organization for which a rate was developed and will be used under the grant, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied.

If the Recipient is a government and more than one agency or department will carry out activities under the grant, enter each agency or department that will carry out activities under the grant, the indirect cost rate(s) for that agency or department, and the type of direct cost base to which each rate will be applied.

To learn more about the indirect cost requirements, see 2 C.F.R. part 200, subpart E; Appendix IV to Part 200 (for nonprofit organizations); and Appendix VII to Part 200 (for state and local governments).