

**COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY (CDBG-DR)
GRANT AGREEMENT**

Grantee's Name: Sarasota County

Tax ID Number: 596000848

Grantee's unique entity identifier [UEI]: K4SXBE86XP88

Unique Federal Award Identification Number (FAIN): B-23-UN-12-0004

Appropriation Account: 86X0162

Program Accounting Code: IAN

Federal Award Date:

Period of Performance and Budget Period Start Date:

Period of Performance and Budget Period End Date:

Date Use of Funds May Begin: September 28, 2022

Amount of Federal Funds Obligated by this Action: \$201,535,000.00

Amount of Federal Funds Previously Obligated: n/a

Dates of Prior Obligation (if applicable): n/a

Total Amount of the Federal Award: \$201,535,000.00

Federal awarding agency: Department of Housing and Urban Development

Contact information for HUD: Larry T. Hayes, MBA Director, Community Planning and Development Jacksonville Field Office, U. S. Department of Housing and Urban Development Charles Bennett Federal Building 400 West Bay Street, Suite 1015 Jacksonville, Florida 32202-4410

Assistance Listing: 14.218 Community Development Block Grants/Entitlement program

Indirect Cost Rate for the Grant: See Attachment 1

Check One: ☒ Original Funding Approval or ☐ Amendment: Click or tap here to enter text.

I. Recitals

The Disaster Relief Supplemental Appropriations Act, 2023 (Pub. L. 117-328, Division N), approved December 29, 2022 (the “Appropriations Act”), makes available \$3,000,000,000 in Community Development Block Grant Disaster Recovery (CDBG-DR) funds. These CDBG-DR funds are for necessary expenses for activities authorized under Title I of the Housing and Community Development Act of 1974 (42 U.S.C. 5301 et seq.) (HCDA or HCD Act) related to disaster relief, long-term recovery, restoration of infrastructure and housing, economic revitalization, and mitigation in the most impacted and distressed (MID) areas resulting from a qualifying major disaster in 2022 or later.

The United States Department of Housing and Urban Development (the “Department” or “HUD”) allocated over \$2.8 billion in CDBG-DR funds from the Appropriations Act to assist in long term recovery from disasters occurring in 2022. As required by the Appropriations Act, HUD’s final allocations for the total estimate of unmet needs included an additional amount of 15 percent of that estimate for mitigation activities that reduce risk in the MID areas.

HUD notified the public of the allocations in press releases and in a *Federal Register* notice, *Allocations for Community Development Block Grant Disaster Recovery and Implementation of the CDBG-DR Consolidated Waivers and Alternative Requirements Notice*, which was published at 88 Fed. Reg. 32046 on May 18, 2023 (the “Allocation Announcement Notice”). The Allocation Announcement Notice, including the CDBG-DR Consolidated Notice (Appendix B of the Allocation Announcement Notice), contains requirements that are incorporated into this Agreement and are included for reference in Attachment 2.

This agreement between the Grantee identified on page 1 (“Grantee”) and HUD governs grant amounts identified on page 1 that are allocated and obligated to the grantee based on HUD’s review of the impacts and estimates of unmet need for major disasters identified in the Allocation Announcement Notice. The Allocation Announcement Notice, and subsequent notices or press releases, identify the total amount allocated to the Grantee, and the amount of the total allocation that must be used for mitigation activities that reduce risk in the MID areas (referred to as the “CDBG-DR mitigation set aside” in paragraph IV.A.2. of the Allocation Announcement Notice). Page 1 of this agreement identifies the portion of that allocation that HUD has obligated to the Grantee.

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR part 200) require HUD to have in place a framework for evaluating the risks posed by applicants before they receive Federal awards. HUD may establish specific criteria and conditions for this grant as provided for in section V.B.3. of the CDBG-DR Consolidated Notice and at 2 CFR 200.206 and 200.208.

Now, therefore, under the authority of the Appropriations Act, the Grantee and HUD agree to the terms of this COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY (CDBG-DR) GRANT AGREEMENT, including but not limited to the General Terms and Conditions and Specific Conditions set forth in sections II. and III. and Attachment(s) (the “Agreement”).

II. General Terms and Conditions

1. This Agreement is a federal award (grant). The grant is subject to all requirements in the Agreement, including the requirement that the Grantee agrees to use the grant funds in accordance with the Agreement, as may be amended from time to time. If the amendment box on page 1 is checked, the amended agreement governs the grant prospectively from the date the amendment is signed by HUD.
2. The following requirements, as now in effect and as these requirements may be amended from time to time, are incorporated into the Agreement: requirements of the Appropriations Act, and requirements of title I of the Housing and Community Development Act of 1974 (HCDA or HCD Act) (42 USC 5301 et seq.) and implementing regulations at 24 CFR part 570, as modified by waivers, alternative requirements, and other requirements published in the Allocation Announcement Notice and other applicable *Federal Register* notices or on HUD's website.
3. The period of performance/budget period for this agreement is specified on page 1. The Grantee shall not incur any obligations to be paid from funds made available by this award after the last day of the period of performance. Pre-award costs and pre-agreement costs are allowable to the extent permitted by the Allocation Announcement Notice and other applicable waivers, alternative requirements, or other requirements published in the *Federal Register* or on HUD's website.
4. The Grantee must comply with the applicable requirements at 2 CFR part 200, as may be amended from time to time, to the extent that part 200 is incorporated into and made applicable by 24 CFR part 570, subpart I, or applicable waivers, alternative requirements, or other requirements that govern this grant and are published in the *Federal Register* or on HUD's website. Recent amendments to 2 CFR part 200 were effective on August 13, 2020, November 12, 2020, and February 22, 2021. Where any previous or future amendments to 2 CFR part 200 replace or renumber sections of part 200 that are cited specifically in applicable *Federal Register* notices, in applicable requirements published on HUD's website, in the Agreement (as may be amended), or in program regulations, activities carried out under the grant after the effective date of the part 200 amendments will be governed by the part 200 requirements as replaced or renumbered by the part 200 amendments. The Grantee must comply with other requirements established by the Office of Management and Budget (OMB), as amended, regarding the System for Award Management (SAM.gov) and the Federal Funding Accountability and Transparency Act as provided in 2 CFR part 25 and 2 CFR part 170.
5. A metropolitan city, urban county, unit of general local government, or insular area that directly or indirectly receives funds obligated by this agreement 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 eligible activities.

6. In accordance with the Appropriations Act and authorization by the Secretary (see paragraph IV.A.3. at 88 Fed. Reg. 32055), and subject to applicable grant requirements, the Grantee may use CDBG-DR funds that the grantee was awarded under prior appropriations and funds obligated by this grant agreement interchangeably and without limitation for eligible activities authorized by Title I of the HCDA, as modified by applicable waivers and alternative requirements, if those activities are related to unmet recovery needs in the MID areas resulting from a major disaster in the Appropriations Act or in a prior or future appropriations act, when the MID areas for both CDBG-DR grants overlap and when the use of the funds will address unmet recovery needs of major disasters in the Appropriations Act or in any prior or future appropriations acts. For purposes of this requirement, if HUD did not identify MID areas for the major disaster in the *Federal Register* notices (or other notices published on HUD's website) governing the CDBG-DR funds, the MID areas are those areas designated by the President in the major disaster declaration.
7. Activities undertaken with funds obligated by this Agreement shall be governed by the specific conditions in section III. until the specific conditions are modified or removed in writing by HUD (changes may be made unilaterally by HUD in accordance with 2 CFR 200.208). If the "Amendment" box on page 1 is checked, the following requirement applies: as of the date HUD signs the amendment, specific conditions in section III. of the amendment shall supersede all specific conditions previously imposed. Activities undertaken after HUD signs the amendment shall be governed by the specific conditions in the amendment until modified or removed by HUD in writing.
8. Before submitting this signed Agreement to HUD, the Grantee shall attach a schedule of its indirect cost rate(s) in the format set forth in Attachment 1. The Grantee shall provide HUD with a revised schedule when any change is made to the rate(s) described in the schedule. The schedule and any revisions HUD receive from the Grantee are and shall be incorporated herein and made a part of the Agreement, as amended, provided that the rate(s) described comply with 2 CFR part 200, subpart E.
9. HUD and the Grantee agree that this Agreement shall be electronically signed, and that any electronic signatures appearing on this Agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility. The Grantee shall maintain this Agreement, including any amendments, in its files.
10. Data Sharing Agreements and Computer Matching Agreements between HUD and the Grantee (which may include the Federal Emergency Management Agency as a signatory) for the purpose of sharing Federal Emergency Management Agency data pertaining to major disasters assisted by this grant, when signed (including data sharing and computer matching agreements signed or modified after this Agreement is signed), are and shall be wholly incorporated into and made a part of this Agreement. Grant requirements enforceable under the terms of 24 CFR part 570, subpart O or I include the Grantee's duties and responsibilities under such Data Sharing Agreements and Computer Matching Agreements.

11. The Grantee may use up to five percent of its allocation under the Appropriations Act for program administrative costs related to the use of funds for this grant and program administrative costs of other CDBG-DR, CDBG- Mitigation (MIT), and CDBG- National Disaster Resilience (NDR) grants without regard to a particular disaster. The Grantee must track and document payments of program administrative costs so that HUD may distinguish which program administrative costs are charged to this Federal award (grant) and which program administrative costs were paid for by grant funds obligated under prior or future CDBG-DR, CDBG-MIT, and CDBG-NDR grants. The Grantee must comply with requirements published in the *Federal Register* or on HUD's website for the use of funds for administrative costs across multiple grants, including the requirements in paragraph III.A.2. at 88 Fed. Reg. 32049, as may be modified from time to time, which requires (as of the date of this Agreement) that "if the Grantee "chooses to exercise this authority, the grantee must have appropriate financial controls to comply with the requirement that the amount of grant administration expenditures for each CDBG-DR or CDBG-MIT grant will not exceed five percent of the total grant award for each grant (plus five percent of program income generated by the grant), review and modify its financial management policies and procedures regarding the tracking and accounting of administration costs, as necessary, and address the adoption of this treatment of administrative costs in the applicable portions of its Financial Management and Grant Compliance submissions as referenced in section III.A.1 of the Consolidated Notice."

III. Specific Conditions

The following specific conditions correspond to the degree of risk assessed by HUD. These specific conditions may be adjusted post-award in accordance with paragraph 11.7 when merited by a re-evaluation of risk factors identified in 2 CFR 200.206 and 200.208. The specific conditions will be removed once the conditions that prompted them have been satisfied.

At the time of the grant agreement the indirect cost allocation is being processed and the county will use a de minimis rate of 10% until the indirect cost allocation is approved.

THE UNDERSIGNED, as authorized officials on behalf of the Grantee and the Secretary, hereby enter this **COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY (CDBG-DR) GRANT AGREEMENT**, which shall be effective as of the date it is signed by the Secretary.

Sarasota County

GRANTEE

BY:

(Signature)

Jonathan R. Lewis

(Name)

County Administrator

(Title)

(Date)

HOUSING AND URBAN DEVELOPMENT

BY:

(Signature)

Larry T. Hayes, MBA

(Name)

Director

(Title)

02/28/2024
(Date)

APPROVED AS TO FORM AND CORRECTNESS

COUNTY ATTORNEY

Attachment 1

The Grantee shall submit a schedule of its indirect cost rate(s) in the format set forth. The Grantee shall provide HUD with a revised schedule when any change is made to the rate(s) described in the schedule.

The schedule and any revisions HUD receives from the Grantee shall be incorporated and made a part of the grant agreement (the Agreement as may be amended from time to time), provided that the rate(s) described comply with 2 CFR part 200, subpart E.

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

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

Attachment 2

Attachment 2 is the *Federal Register* notice, *Allocations for Community Development Block Grant Disaster Recovery and Implementation of the CDBG–DR Consolidated Waivers and Alternative Requirements Notice*, which was published at 88 Fed. Reg. 32046 on May 18, 2023, referred to as the “Allocation Announcement Notice” in this Agreement. Additional or amended grant requirements published in the *Federal Register* or on HUD’s website apply and are incorporated into this grant agreement even if this grant agreement (including this Attachment 2) is not updated.



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