



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

November 21, 2017

Ms. Bertha Henry
County Administrator
Broward County
115 S. Andrews Avenue Room 409
Fort Lauderdale, FL 33301

17 DEC 18 PM 4:45
HOUSING AND COMMUNITY
DEVELOPMENT DIVISION
RECEIVED

Dear Ms. Henry:

**SUBJECT: Broward County
Action Plan Program Year 2017 Approval**

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

Community Development Block Grant (CDBG) Program:	\$ 2,415,551.00
HOME Investment Partnerships (HOME) Program:	\$ 2,577,632.00
Emergency Solution Grant (ESG) Program:	\$ 209,052.00

The total allocation for your community: **\$ 5,202,235.00**

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

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

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

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

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

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

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

Again, we congratulate you and your staff on the preparation of the Plan. We look forward to working with you during the coming years to accomplish the goals you have set forth and to further refine and improve the Plan development process. In the meantime, if you have any questions or desire assistance concerning this letter or other items related to the community development programs, please contact Nora Casal, Senior Community Planning and Development Representative at (305) 520-5009 or via email message at nora.e.casal@hud.gov.

Sincerely,



Ann D. Chavis
Director
Community Planning and Development Division

Enclosures

cc: Lisa Bustamante, Program Manager, US HUD

Funding Approval/Agreement

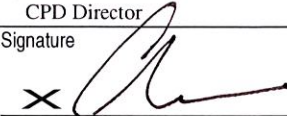
Title I of the Housing and Community Development Act (Public Law 930383) HI-00515R of 20515R

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

Page 3 of 7
OMB Approval No. 2506-0193
exp 5/31/2018

1. Name of Grantee (as shown in item 5 of Standard Form 424) Broward County	3a. Grantee's 9-digit Tax ID Number 596000531	3b. Grantee's 9-digit DUNS Number 066938358
2. Grantee's Complete Address (as shown in item 5 of Standard Form 424) 115 S Andrews Ave Rm 409 Fort Lauderdale, FL 33301-1817	4. Date use of funds may begin 10/01/2017	
	5a. Project/Grant No. 1 B-17-UC-12-0001	6a. Amount Approved \$2,415,551.00
	5b. Project/Grant No. 2	6b. Amount Approved

Grant Agreement: This Grant Agreement between the Department of Housing and Urban Development (HUD) and the above named Grantee is made pursuant to the authority of Title I of the Housing and Community Development Act of 1974, as amended, (42 USC 5301 et seq.). The Grantee's submissions for Title I assistance, the HUD regulations at 24 CFR Part 570 (as now in effect and as may be amended from time to time), and this Funding Approval, including any special conditions, constitute part of the Agreement. Subject to the provisions of this Grant Agreement, HUD will make the funding assistance specified here available to the Grantee upon execution of the Agreement by the parties. The funding assistance specified in the Funding Approval may be used to pay costs incurred after the date specified in item 4 above provided the activities to which such costs are related are carried out in compliance with all applicable requirements. Pre-agreement costs may not be paid with funding assistance specified here unless they are authorized in HUD regulations or approved by waiver and listed in the special conditions to the Funding Approval. The Grantee agrees to assume all of the responsibilities for environmental review, decision making, and actions, as specified and required in regulations issued by the Secretary pursuant to Section 104(g) of Title I and published in 24 CFR Part 58. The Grantee further acknowledges its responsibility for adherence to the Agreement by sub-recipient entities to which it makes funding assistance hereunder available.

U.S. Department of Housing and Urban Development (By Name) Ann D. Chavis		Grantee Name Broward County	
Title CPD Director		Title	
Signature 	Date 11/21/2017	Signature	Date

7. Category of Title I Assistance for this Funding Action: Entitlement, Sec 106(b)	8. Special Conditions (check one) <input type="checkbox"/> None <input checked="" type="checkbox"/> Attached	9a. Date HUD Received Submission 08/16/2017	10. check one <input checked="" type="checkbox"/> a. Orig. Funding Approval <input type="checkbox"/> b. Amendment Amendment Number
		9b. Date Grantee Notified 08/22/2017	
11. Amount of Community Development Block Grant		9c. Date of Start of Program Year 10/01/2017	
		FY (2017)	FY (2016)
a. Funds Reserved for this Grantee		\$2,415,348.00	\$ 203.00
b. Funds now being Approved			
c. Reservation to be Cancelled (11a minus 11b)			

12a. Amount of Loan Guarantee Commitment now being Approved N/A	12b. Name and complete Address of Public Agency N/A
Loan Guarantee Acceptance Provisions for Designated Agencies: The public agency hereby accepts the Grant Agreement executed by the Department of Housing and Urban Development on the above date with respect to the above grant number(s) as Grantee designated to receive loan guarantee assistance, and agrees to comply with the terms and conditions of the Agreement, applicable regulations, and other requirements of HUD now or hereafter in effect, pertaining to the assistance provided it.	12c. Name of Authorized Official for Designated Public Agency
	Title
	Signature

HUD Accounting use Only

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

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

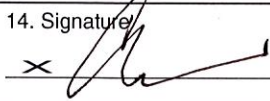
1. Participant Name and Address County Of Broward 115 S Andrews Ave Rm 409 Fort Lauderdale, FL 33301-1817		2. Grant Number: M17-DC120201	
		3a. Tax Identification Number: 596000531	3b. Unique Entity Identifier (formerly DUNS): 066938358
		4. Appropriation Number 86 7/0 0205	5. FY 2017
6. Previous Obligation (Enter "0" for initial FY allocation)			\$0.00
a. Formula Funds		\$2,577,632.00	
b. Community Housing Development Org. (CHDO) Competitive		\$	
7. Current Transaction (+ or -)			\$2,577,632.00
a. Formula Funds		\$2,577,632.00	
1. CHDO (For deobligations only)		\$	
2. Non- CHDO (For deobligations only)		\$	
b. CHDO Competitive Reallocation or Deobligation		\$	
8. Revised Obligation			\$
a. Formula Funds		\$	
b. CHDO Competitive Reallocation		\$	
9. Special Conditions (check applicable box) <input checked="" type="checkbox"/> Not applicable <input type="checkbox"/> Attached		10. Date of Obligation (Congressional Release Date) 11/21/2017	
11. Indirect Cost Rate*		12. Period of Performance: 11/21/2017 - 09/01/2025	
<u>Administering Agency/Dept.</u>	<u>Indirect Cost Rate</u>	<u>Direct Cost Base</u>	
NA	___%		
---	___%		
---	___%		
---	___%		

* If funding assistance will be used for payment of indirect costs pursuant to 2 CFR 200, Subpart E-Cost Principles, provide the name of the department/agency, its indirect cost rate (including if the de minimis rate is charged per 2 § CFR 200.414), and the direct cost base to which the rate will be applied. Do not include cost rates for subrecipients.

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

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

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

13. For the U.S. Department of HUD (Name and Title of Authorized Official) Ann D. Chavis - HUD Community Planning and Development Director	14. Signature 	15. Date 11 / 21 / 2017
16. For the Participating Jurisdiction/Entity (Name and Title of Authorized Official)	17. Signature	18. Date / /

19. Check one:
 Initial Agreement Amendment #

20. Funding Information: <i>HOME</i>			
<u>Source of Funds</u>	<u>Appropriation Code</u>	<u>PAS Code</u>	<u>Amount</u>
2017	867/00205	HMF	\$2,548,885.00
2015	865/80205	HMF	\$9,965.00
2016	866/90205	HMF	\$15,181.00
2016x	86X0205 - 16	HMF	\$3,059.00
2017x	86X0205 - 17	HMF	\$ 542.00

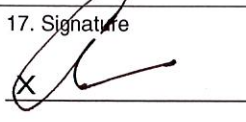
Funding Approval/Agreement

Emergency Solutions Grants Program
Subtitle B of Title IV of the McKinney-Vento Homeless Assistance Act,
42 U.S.C. 11371 et seq.
CFDA Number 14.231

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

1. Recipient Name and Address County Of Broward 115 S Andrews Ave Rm 409 Fort Lauderdale, FL 33301		2. Unique Federal Award Identification Number: E17UC120001	
		3. Tax Identification Number: 596000531	
		4. Unique Entity Identifier (DUNS): 066938358	
5. Fiscal Year : 2017			
6. Previous Obligation (Enter "0" for initial Fiscal Year allocation)		\$0	
7. Amount of Funds Obligated or Deobligated by This Action (+ or -)		\$209,052.00	
8. Total Amount of Federal Funds Obligated		\$209,052.00	
9. Total Required Match: \$ 209,052.00			
10. Start Date of Recipient's Program Year 10/01/17		11. Date HUD Received Recipient's Consolidated Plan Submission 08/16/2017	12. Period of Performance Start Date (the later of the dates listed in Boxes 10 and 11) 10/01/2017
13. Type of Agreement (check applicable box) <input checked="" type="checkbox"/> Initial Agreement (Purpose #1 – Initial Fiscal Year allocation) <input type="checkbox"/> Amendment (Purpose #2 – Deobligation of funds) <input type="checkbox"/> Amendment (Purpose #3 – Obligation of additional funds)		14. Special Conditions <input type="checkbox"/> Not applicable <input checked="" type="checkbox"/> Attached	
		15. Period of Performance End Date 11/20/2019	

General Terms and Conditions: This Agreement between the U.S. Department of Housing and Urban Development (HUD) and the Recipient is made pursuant to the authority of Subtitle B of Title IV of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11371 et seq.). The Recipient's Consolidated Plan submissions (including the Recipient's approved annual Action Plan and any amendments completed in accordance with 24 CFR Part 91), the Emergency Solutions Grants Program regulations at 24 CFR Part 576 (as now in effect and as may be amended from time to time), and this Agreement, including any special conditions attached to this Agreement, constitute part of this Agreement. Subject to the terms and conditions of this Agreement, HUD will make the funds for the specified Fiscal Year available to the Recipient upon execution of this Agreement by the Recipient and HUD. All funds for the specified Fiscal Year that HUD provides by reallocation are covered by this Agreement upon execution of an amendment by HUD, without the Recipient's execution of the amendment or other consent. The Recipient agrees to assume all of the responsibilities with respect to environmental review, decision making, and action required under the HUD regulations at 24 CFR Part 58. Nothing in this Agreement shall be construed as creating or justifying any claim against the federal government or the Recipient by any third party. To the extent authorized by HUD regulations at 24 CFR Part 576, HUD may, by its execution of an amendment, deobligate funds previously awarded to the Recipient without the Recipient's execution of the amendment or other consent.

16. For the U.S. Department of HUD (Name, Title, and Contact Information of Authorized Official) Ann D. Chavis		17. Signature 	18. Date 11/21/2017
19. For the Recipient (Name and Title of Authorized Official)		20. Signature	21. Date / /

Funding Information (HUD Accounting Use Only):

PAS Code: HAES	Region: 04	Program Code: SOG
Appropriation: 90192	Office: 14 (Miami)	Allotment: 867
Appro Symbol: "Q"		

Broward County FY 2017 Grant Agreement #E17-UC-12-0001

ATTACHMENT: Indirect Cost Rate Provision for ESG

If the funds provided under this Agreement will be used for payment of the Recipient's indirect costs pursuant to 2 CFR 200, Subpart E—Cost Principles, attach a schedule in the format set forth below to the executed Agreement that is returned to HUD. The schedule shall identify each department/agency of the Recipient that will carry out activities with funds provided under this Agreement, the indirect cost rate applicable to that department/agency (including if the de minimis rate is charged under 2 CFR 200.414), and the direct cost base to which that rate will be applied. Do not include indirect cost rates for subrecipients.

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

Broward County

FY Grant Agreement #B-17-UC-12-0001

Special Conditions.

- (a) The period of performance for the funding assistance specified in the Funding Approval (“Funding Assistance”) shall begin on the date specified in item 4 and shall end on September 1, 2024. The Grantee shall not incur any obligations to be paid with such assistance after September 1, 2024.
- (b) If Funding Assistance will be used for payment of indirect costs pursuant to 2 CFR 200, Subpart E - Cost Principles, attach a schedule in the format set forth below to the executed Grant Agreement that is returned to HUD. The schedule shall identify each department/agency that will carry out activities with the Funding Assistance, the indirect cost rate applicable to each department/agency (including if the de minimis rate is charged per 2 CFR §200.414), and the direct cost base to which the rate will be applied. Do not include indirect cost rates for subrecipients.

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

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