

**Amended Grant Terms and Conditions**  
**CDBG Disaster Recovery Assistance**  
**State of Florida**  
**Continuing Appropriations Act**  
**(P.L. 114-254 and P.L. 115-31)**

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1. These Grant Terms and Conditions replace previous grant terms and conditions for Community Development Block Grant disaster recovery (CDBG-DR) funds allocate under Public Laws (P.L.) P.L. 114-254 and P.L. 115-31. These special conditions are incorporated into the amended Funding approval/Agreement HUD-7082 that governs the use of all funds made available to the grantee under grant number B-16-DL-12-0001 (“amended Grant Agreement”). The amended Grant Agreement replaces all previous grant agreements that governed grant number B-16-DL-12-0001.
2. The amended Grant Agreement covers all funds awarded under grant number B-16-DL-12-0001, a total amount of \$117,937,000. The funds must be used to fund eligible all disaster recovery activities described in the grantee’s HUD approved Action Plan.
3. The period of performance for this grant begins on September 22, 2017, and ends on September 22, 2023, except that the grantee may reimburse costs dating back to the date of the disaster as permitted in the *Federal Register* notices referenced in paragraph 4. All funds made available P.L. 114-254, and P.L. 115-31 will have the period of performance specified under this Grant Agreement, regardless of when the funds were obligated by HUD.
4. The grantee must comply with all of the requirements of the January 18, 2017, and August 7, 2017, *Federal Register* Notices, “Allocations, Common Application, Waivers, and Alternative Requirements for Community Development Block Grant Disaster Recovery Grantees,” (82 FR 5591 and 82 FR 36812). The grantee must also comply with any future Notices that HUD publishes to issue additional waivers and alternative requirements.
5. The grantee must comply with the Housing and Community Development Act of 1974, as amended, and the regulations governing the CDBG program at 24 CFR 570, unless the Department has waived any of these requirements or established alternative requirements.

6. In addition to the grantee's submissions, and these special conditions, which are incorporated into the amended Grant Agreement, these special conditions incorporate the Notices referenced in paragraph 4 (above). Submissions incorporated into the amended Grant Agreement include the CDBG-DR Action Plans and amendments, including the certifications and assurances and any information or documentation required to meet any grant award conditions.

7. The grantee must adhere to the description of its Pre-award Implementation Plan that the grantee previously submitted to HUD in its certification and risk analysis documentation pursuant to the November 21, 2016, and January 18, 2017, *Federal Register* Notices referenced in paragraph 4 (above).

8. The grantee must comply with the requirements of 24 CFR part 5, subpart K, Application, Registration, and Submission Requirements, and 2 CFR part 25 Universal Identifier and System for Award Management (SAM). The grantee must have an active registration in SAM in accordance with 2 CFR part 25, appendix A, and must have a Data Universal Numbering System (DUNS) number. The grantee must also comply with provisions of the Federal Funding Accountability and Transparency Act, which includes requirements on executive compensation, and 2 CFR part 170 Reporting Subaward and Executive Compensation Information.

9. Pursuant to the Notices identified in paragraph 4 (above), the grantee is required to develop a needs assessment and amend its Action Plan as conditions change and additional needs are identified. In its Action Plan, grantees must also describe the connection between identified unmet needs and the allocation of CDBG-DR resources.

10. If grant funds may be used for payment of indirect costs pursuant to 2 CFR part 200, subpart E - Cost Principles, the grantee shall attach a schedule in the format set forth below to the executed amended 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.

| Administering<br>Department/Agency | Indirect cost rate | Direct<br>Cost Base* |
|------------------------------------|--------------------|----------------------|
| _____                              | _____ %            | _____                |
| _____                              | _____ %            | _____                |
| _____                              | _____ %            | _____                |

\*Specify the type of cost base utilized - e.g., Modified Total Direct Costs (MTDC). Do not include amounts.

11. In accordance with 2 CFR 200.113, the grantee must report all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting this grant to SAM. The grantee's responsibilities are further described in the term and condition in **Attachment A**.

12. The grantee shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by these funds.

13. Pursuant to 2 CFR 200.207, HUD has determined specific risks associated with this grant and therefore sets forth the following additional grant terms. The grantee shall develop and maintain policies and procedures to ensure effective intra-governmental communication and coordination related to all disaster recovery related issues. The policies and procedures shall outline each program, eligible activities, required records management, subrecipient oversight, technical assistance, and monitoring procedures. The policies and procedures shall be submitted to HUD prior to awarding funds to subrecipients.

14. Funds must be drawn by the grantee in accordance with the schedule shown below:

| <b>STATE OF FLORIDA</b>  |                     |
|--|---------------------|
| <b>TOTAL ALLOCATION (SUPPLEMENTAL)</b>   | <b>\$59,335,000</b> |
| Minimum amount to be expended in the HUD-identified "most impacted" areas  | \$47,468,000        |
| Maximum Award Amount that can be obligated for Administration (Administration Cap)   | \$5,896,850         |
| Maximum Award Amount that can be obligated for Planning (Planning Cap)   | \$17,690,550        |
| Minimum Award Amount that must be expended on activities that benefit low- and moderate-income households (70% of grant award) | \$82,555,900        |

## **Attachment A**

(Appendix XII to 2 CFR Part 200—Award Term and Condition for Recipient Integrity and Performance Matters)

### *1. General Reporting Requirement*

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

### *2. Proceedings About Which You Must Report*

Submit the information required about each proceeding that:

- a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
- b. Reached its final disposition during the most recent five-year period; and
- c. Is one of the following:
  - (1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
  - (2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
  - (3) An administrative proceeding, as defined in paragraph 5 of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or

(4) Any other criminal, civil, or administrative proceeding if:

- (i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;
- (ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
- (iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

### *3. Reporting Procedures*

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

### *4. Reporting Frequency*

During any period of time when you are subject to the requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent five-year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

### *5. Definitions*

For purposes of this award term and condition:

- a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (*e.g.*, Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a

Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

c. Total value of currently active grants, cooperative agreements, and procurement contracts includes—

(1) Only the Federal share of the funding under any Federal award with a recipient cost share or match; and

(2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.