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

Grantee's Name: Manatee County

Tax ID Number: 59-6000727

Grantee's unique entity identifier [UEI]: TM1APB6J5TD6

Unique Federal Award Identification Number (FAIN): B-25-UU-12-0004

Appropriation Account: 86X0162

Program Accounting Code: MAU

Federal Award Date: August 25, 2025

Period of Performance and Budget Period Start Date: August 18, 2025

Period of Performance and Budget Period End Date: August 17, 2031

Date Use of Funds May Begin: August 10, 2024

Amount of Federal Funds Obligated by this Action: $250,184,000

Amount of Federal Funds Previously Obligated: $2,527,000

Dates of Prior Obligation (if applicable):

Total Amount of the Federal Award: $252,711,000

Federal awarding agency: Department of Housing and Urban Development

Contact information for HUD: Tennille S. Parker, Director, Office of Disaster Recovery, Community Planning and Development, U.S. Department of Housing and Urban Development, 451 7th Street, S.W., Room 7282, Washington, DC 20410

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, 2025 (Pub. L. 118-158, Division B) ("the Appropriations Act") approved on December 21, 2024, makes available $12,070,701,000 in 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) 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 that occurred in 2023 or 2024. The Appropriations Act provides that $78,850,000 of these amounts will be available for these specific purposes: $45,000,000 for salaries and expenses of the Office of Community Planning and Development, $1,850,000 for HUD's disaster recovery portal, $7,000,000 for the Office of Inspector General, and $25,000,000 for capacity building and technical assistance, leaving the remaining $11,991,851,000 available for allocations to CDBG–DR grantees.

Of the $11,991,851,000 made available, the United States Department of Housing and Urban Development (the "Department" or "HUD") allocated $11,889,437,000 in CDBG–DR funds from the Appropriations Act to assist in long term recovery from disasters that occurred in 2023 and 2024. HUD will allocate the remaining $102,414,000 of available funds under a separate Allocation Announcement Notice that provides plus-up funding for disasters that occurred in January 2023 for which HUD previously allocated funding in a *Federal Register* notice published on November 27, 2023, at 88 FR 82982. 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 a press release 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* (UN AAN), which was published at 90 FR 4759 on January 16, 2025, the "Allocation Announcement Notice"). The Allocation Announcement Notice and the CDBG-DR Universal Notice, which was published on January 8, 2025, at 90 FR 1754 and made applicable to these CDBG-DR funds through the Allocation Announcement Notice, contain requirements that are incorporated into this Agreement and are included for reference in Attachment 2.

This agreement between the Grantee identified on page one ("Grantee") and HUD governs grant amounts identified on page one 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 identifies 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 Table 1 of the Allocation Announcement Notice). Page one 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 III.F.2.b. of the CDBG-DR Universal Notice at 90 FR 1788 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 one is checked, the amended agreement governs the grant 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 one. 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, 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, February 22, 2021, and October 1, 2024. 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. Activities undertaken with funds obligated by this Agreement shall be governed by the specific conditions in section III of this Agreement 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 one 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.

7. The attached indirect cost rate(s) are incorporated into and made part of this Agreement, provided that each rate identified meets the applicable requirements under 2 CFR part 200 (including appendices). The Grantee must notify HUD upon any change in the Grantee's indirect cost rate(s), so that HUD can amend the Grant Agreement, if necessary, to reflect the change.

8. 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.

9. 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.

10. Waste, Fraud, Abuse, and Whistleblower Protections. In accordance with 2 CFR 200.113, grantees and subrecipients of CDBG–DR must promptly inform in writing the OIG and HUD when it has credible evidence of violations of Federal criminal law involving fraud, bribery, or gratuities or a violation of the civil False Claims Act that could potentially affect the Federal award at https://www.hudoig.gov/ hotline/report-fraud (a subrecipient of CDBG–DR must also inform the CDBG– DR grantee that awarded it funding). All other instances of fraud, waste, and abuse should be referred to the HUD OIG Fraud Hotline (phone: 1–800–347– 3735 or email: hotline@hudoig.gov). You must comply with 41 U.S.C. § 4712, which includes informing your 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, grantee, and subgrantee—as well as a personal services contractor—who make a protected disclosure about a Federal grant or contract cannot be discharged, demoted, or otherwise discriminated against as long as they reasonably believe the information they disclose is evidence of: 1. Gross mismanagement of a Federal contract or grant; 2. Waste of Federal funds; 3. Abuse of authority relating to a Federal contract or grant; 4. Substantial and specific danger to public health and safety; or 5. Violations of law, rule, or regulation related to a Federal contract or grant.

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 section III.B.3.a. of the Universal Notice at 90 FR 1770, 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 (i) 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); (ii) review and modify its financial management policies and procedures regarding the tracking and accounting of administration costs, as necessary; and (iii) address the adoption of this treatment of administrative costs in the applicable portions of its Financial Management and Grant Compliance submissions as referenced in sections II.A."

12. In accordance with the authority provided in the Appropriations Act, the first Agreement signed by HUD obligates funds that can be used for program administrative costs prior to the Secretary's certification of financial controls and procurement processes, and adequate procedures for proper grant management. The Grantee prepared an action plan describing its use of funds for program administrative costs, subject to the five percent cap on the use of grant funds for such costs. HUD approved the action plan that describes the Grantee's use of grant funds for program administrative costs. Unless and until this Agreement is amended to allow the use of grant funds for other eligible activities, the requirements in a. through c. apply:

    a. The Grantee shall only use grant funds obligated by this Agreement for program administrative costs. This includes any funds used interchangeably under paragraph II.11 of this grant agreement.
    b. The Grantee's use of grant funds must adhere to the criteria for eligibility and the amount to be budgeted for any program administrative cost activities described in its action plan.

c. To access funds for program administrative costs, the Grantee must enter the activities from its approved action plan into the DRGR system if it has not previously done so and submitted its DRGR action plan to HUD (funds can be drawn from the line of credit only for activities that are established in the DRGR system).

To receive grant funds for activities other than administrative costs, the Grantee shall submit an Action Plan as required by the Allocation Announcement Notice at 90 FR 4762 (including the CDBG-DR Universal Notice). Once HUD approves the Action Plan, the use of all grant funds must be consistent with the Action Plan. After the date that HUD signs a separate agreement obligating grant funds that can be used for activities other than administrative costs, the action plan for administrative costs shall only be relevant to program administrative costs charged to the grant before the date of approval of the Action Plan.

The requirements a. and b. above continue to apply to program administrative costs charged to the grant before HUD signs a separate agreement that obligates grant funds that can be used for activities other than administrative costs.

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 II.6 of this grant agreement 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.

C:\Users\H58327\Downloads\(Manatee) CDBG-DR Risk Assessment Tool.xlsx

IMPORTANT! IF this is an amendment, restate all specific conditions that were in the original grant agreement, as modified or updated at the time of the Amendment. No specific conditions will carry over from the initial grant agreement – these specific conditions supersede any previous specific conditions. Enter grantee specific conditions based on risk assessment protocols developed for the grant. All specific conditions must state the risk the condition mitigates.]

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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.

MANATEE COUNTY FLORIDA

ATTEST: MANATEE COUNTY
CLERK OF CIRCUIT COURT AND
COUNTY COMPTROLLER
BY: _____
DEPUTY CLERK

Manatee County
GRANTEE

BY: _____
(Signature)

George Kruse
(Name)

Chairman
(Title)

8/5/25
(Date)

HOUSING AND URBAN DEVELOPMENT

Lori A. Serino
Digitally signed by: Lori A. Serino
DN: CN = Lori A. Serino email = lori.a.serino@hud.gov C = AD
Date: 2025.08.25 12:38:03 -04'00'

BY: _____
(Signature)

Lori A Serino
(Name)

Director
(Title)

_____
(Date)

Attachment 1

Grantee Indirect Cost Rate(s)

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

☐ 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 CFR 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 CFR 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
	%	
	%	
	%	

Name of Authorized Official: George Kruse

Title: Chairman

Signature: [signature]

MANATEE COUNTY FLORIDA

Date (mm/dd/yyyy): 7/15/2025

ATTEST: MANATEE COUNTY
CLERK OF CIRCUIT COURT AND
COUNTY COMPTROLLER
BY: [signature]
DEPUTY CLERK

Instructions for the Grantee's Authorized Representative:
You must mark the one (and only one) checkbox above that best reflects how the Grantee'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 Grantee 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 CFR part 200, subpart E; and Appendix VII to Part 200 (for state and local governments).

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 (UN AAN)*, which was published at 90 FR 4759 on January 16, 2025, 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.

Attachment 3

Attachment 3 is the *Federal Register* notice, *Common Application, Waivers, and Alternative Requirements for Community Development Block Grant Disaster Recovery Grantees: The Universal Notice*, which was published at 90 FR 1754 on January 8, 2025, referred to as the Universal 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 3) is not updated.