

# 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

OMB Approval No. 2506-0193  
 exp 5/31/2018

1. Name of Grantee (as shown in item 5 of Standard Form 424) Florida Department Of Economic Opportunity	3a. Grantee's 9-digit Tax ID Number 364706134	3b. Grantee's 9-digit DUNS Number 968930664
2. Grantee's Complete Address (as shown in item 5 of Standard Form 424)  107 E Madison St, Msc 120 Tallahassee, FL 32399-6545	4. Date use of funds may begin (mm/dd/yyyy) 10/01/2017	
	5a. Project/Grant No. 1 B-17-DC-12-0001	6a. Amount Approved \$24,176,468.00
	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) Gary Causey	Grantee Name Florida Department Of Economic Opportunity
Title CPD Director	Title
Signature 	Date (mm/dd/yyyy) 10/30/2017
	Signature 
	Date (mm/dd/yyyy) 11/29/2017

7. Category of Title I Assistance for this Funding Action:  State-Administered, Sec 106(d)(1)	8. Special Conditions (check one) <input type="checkbox"/> None <input checked="" type="checkbox"/> Attached	9a. Date HUD Received Submission (mm/dd/yyyy) 10/04/2017	10. check one <input checked="" type="checkbox"/> a. Orig. Funding Approval <input type="checkbox"/> b. Amendment Amendment Number
		9b. Date Grantee Notified (mm/dd/yyyy) 10/05/2017	
		9c. Date of Start of Program Year (07/01/2017)	
11. Amount of Community Development			
Block Grant		FY (2017)	FY (2016)
a. Funds Reserved for this Grantee		\$24,135,091.00	\$41,377.00
b. Funds now being Approved		\$24,135,091.00	\$41,337.00
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 Florida Department Of Economic Opportunity 107 E Madison St, Msc 120 Tallahassee, FL 32399
<b>Loan Guarantee Acceptance Provisions for Designated Agencies:</b> 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 Caroline B. Womack
	Title Chief, Bureau of Financial Management
	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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**NEGOTIATED INDIRECT COST RATE AGREEMENT (NICRA)  
STATE DEPARTMENT/AGENCY**

**DEPARTMENT/AGENCY:** EIN: 36-4706134  
State of Florida Department of Economic Opportunity (DEO)  
Caldwell Building, 107 East Madison Street  
Tallahassee, Florida 32399-4120

**DATE:** October 4, 2017  
**FILE REF:** This replaces  
the agreement dated  
October 31, 2016

The indirect cost rate(s) contained herein are for use on grants and contracts with the Federal Government. 2 CFR Part 200, Subpart E applies subject to the limitations contained in Section II, A, below. The rate(s) were negotiated between the State of Florida, Department of Economic Opportunity (DEO) and the U. S. Department of Labor in accordance with the authority contained in 2 CFR Part 200, Appendix VII, D.1.

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**SECTION I: RATES**

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<u>TYPE</u>	<u>EFFECTIVE PERIOD</u>		<u>RATE*</u>	<u>LOCATION</u>	<u>APPLICABLE TO</u>
	<u>FROM</u>	<u>TO</u>			
Final	7/1/16	6/30/17	11.4965% (a)	All	UC
Final	7/1/16	6/30/17	.5394% (b)	All	HCP
Final	7/1/16	6/30/17	.2909% (b)	All	WIA
Final	7/1/16	6/30/17	.8095% (b)	All	WTS/FSET
Final	7/1/16	6/30/17	12.6448% (a)	All	OP
Provisional	7/1/17	6/30/19	11.6748% (a)	All	UC
Provisional	7/1/17	6/30/19	.6693% (b)	All	HCP
Provisional	7/1/17	6/30/19	.4401% (b)	All	WIA
Provisional	7/1/17	6/30/19	1.0025% (b)	All	WTS/FSET
Provisional	7/1/17	6/30/19	12.5843% (a)	All	OP

See the Special Remarks section for abbreviation explanations and additional information.

**\*BASE**

- (a) Total direct salaries and wages including all applicable fringe benefits.
- (b) Total direct salaries and wages including all applicable fringe benefits plus flow-through funding.

**TREATMENT OF FRINGE BENEFITS:** Fringe benefits are specifically identified to each employee and are charged individually as direct costs. The directly claimed fringe benefits are listed in the Special Remarks Section of this Agreement.

**TREATMENT OF PAID ABSENCES:** Vacation, holiday, sick leave pay and other paid absences are included in salaries and wages and are claimed on grants, contracts and other agreements as part of the normal cost for salaries and wages. Separate claims for the cost of these paid absences are not made.

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## SECTION II: GENERAL

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- A. **LIMITATIONS:** Use of the rate(s) contained in the Agreement is subject to all statutory or administrative limitations and is applicable to a given Federal award or contract only to the extent that funds are available. Acceptance of the rate(s) agreed to herein is predicated upon the following conditions:
- (1) that no costs other than those incurred by the non-Federal entity or contractor were included in its indirect cost pool as finally accepted and that such incurred costs are legal obligations of the non-Federal entity and allowable under the governing cost principles,
  - (2) that the same costs that have been treated as indirect costs have not been claimed as direct costs,
  - (3) that similar types of costs have been accorded consistent treatment, and
  - (4) that the information provided by the non-Federal entity or contractor which was used as a basis for acceptance of the rate(s) agreed to herein is not subsequently found to be materially inaccurate by the Federal government. In such situations, the rate(s) may be subject to renegotiation at the discretion of the Federal government.
  - (5) The rates cited in this Agreement are subject to audit.
- B. **ACCOUNTING CHANGES:** This agreement is based on the accounting system purported by the non-Federal entity or contractor to be in effect during the Agreement period. Changes to the method of accounting for costs which affect the amount of reimbursement resulting from the use of this Agreement require prior approval of the Office of Cost Determination. Such changes include, but are not limited, changes in the charging of a particular type of cost from indirect to direct. Failure to obtain approval may result in cost disallowances.
- C. **NOTIFICATION TO FEDERAL AGENCIES:** A copy of this document is to be provided by the non-Federal entity or contractor to other Federal funding sources as a means of notifying them of the Agreement contained herein.
- D. **PROVISIONAL-FINAL RATES AND ADJUSTMENTS:** When seeking initial reimbursement of indirect costs using the provisional/rate methodology, provisional rates must be established within 90 days of receiving a Federal award (financial assistance, grants, cooperative agreements, and cost reimbursable contracts) requiring to account for actual costs incurred. The non-Federal entity or contractor must submit an indirect cost rate proposal within six (6) months after the end of their fiscal year to establish a final rate.

Once a final rate is negotiated, billings and charges to federal awards must be adjusted if the final rate varies from the provisional rate. If the final rate is greater than the provisional rate and there are no funds available to cover the additional indirect costs, the non-Federal entity or contractor may not recover all indirect costs. Conversely, if the final

rate is less than the provisional rate, the non-Federal entity or contractor will be required to reimburse the funding agency for the excess billings.

Non-Federal entities or contractors receiving a Federal cost reimbursable contract(s) - Must adhere with FAR 52.216-7(d)(2)(v), to settle final indirect cost rates typically on annual basis:

“The contractor shall update the billings on all contracts to reflect the final settled rates and update the schedule of cumulative direct and indirect costs claimed and billed, as required in paragraph (d)(2)(iii)(I) of this sections, within 60 days after settlement of final indirect cost rates.”

In addition, the contractor shall provide to the Contracting Officer the noted cumulative costs schedule within 60 days of the execution of this agreement.

If the non-Federal entity or contractor has completed performance under any of the contracts covered by this Agreement, a final invoice or voucher must be submitted no later than 120 days from the date on which this Agreement is executed, following guidance from FAR 52.216-7(d)(5) and FAR 52.216-7(h).

Non-Federal entities receiving Federal awards (financial assistance, grants, and cooperative agreements) – Note that even if Federal awards are administratively closed prior to the settlement of final indirect cost rates, non-Federal entities still must comply with the following 2 CFR Part 200 clauses stating, in part:

§200.344 Post-closeout adjustments and continuing responsibilities

- (a) The closeout of a Federal award does not affect any of the following:
- (1) The right of the Federal awarding agency or pass-through entity to disallow costs and recover funds on the basis of a later audit or other review. The Federal awarding agency or pass-through entity must make any cost disallowance determination and notify the non-Federal entity within the record retention period.
  - (2) The obligation of the non-Federal entity to return any funds due as a result of later refunds, corrections, or other transactions including final indirect cost rate adjustments.

§200.345 Collection of amounts due

- (a) Any funds paid to the non-Federal entity in excess of the amount to which the non-Federal entity is finally determined to be entitled under the terms of the Federal award constitute a debt to the Federal Government.

(b) Except where otherwise provided by statutes or regulations, the Federal awarding agency will charge interest on an overdue debt in accordance with the Federal Claims Collection Standards (31 CFR parts 900 through 999). The date from which interest is computed is not extended by litigation or the filing of any form of appeal.

**E. SPECIAL REMARKS:**

1. Indirect costs charged to Federal grants/contracts by means other than the rate(s) cited in the Agreement should be adjusted to the applicable rate cited herein and be applied to the appropriate base to identify the proper amount of indirect costs allocable to the program.

2. Contracts/grants providing for ceilings as to the indirect cost rates(s) or amount(s) which are indicated in Section I above, will be subject to the ceilings stipulated in the contract or grant agreements. The ceiling rate or the rate(s) cited in this Agreement, whichever is lower, will be used to determine the maximum allowable indirect cost on the contract or grant agreement.

3. The indirect cost pool consists of allowable, allocable expenses of the following:

Director's Office	Chief Financial Officer
General Counsel	Inspector General
Budget Management	Financial Management
Human Resources Management	General Services
Shared Costs	Information Technology Services
Terminal Leave	UC Benefits
Financial Monitoring & Accountability	
State-wide Cost Allocation Plan Costs	

4. Fringe benefits other than paid absences consist of the following:

Retirement	Social Security
Group Health Ins	Life Ins
Senior Mgt. Disab. Ins	Pre-Tax Benefits

5. Explanations of the abbreviations used in Section I, above, are as follows:

UC = Unemployment Compensation Programs

HCP = Housing & Community Programs

WIA = Workforce Investment Act Programs

WTS/FSET = Welfare Transition Programs & Food Stamp Employment and Training

OP = Other Programs (all agency programs not included in another rate entity)

6. The Florida Department of Economic Opportunity maintains and operates a number of state/federal-owned facilities acquired with various sources of federal and state funds. Maintenance and operating costs associated with these facilities are directly billed to users. Billing rates are designed to recover anticipated service costs on a breakeven basis.

Direct billings made in accordance with the agency's "Facilities Services Rate Plan" are hereby approved.

**ACCEPTANCE**

**BY THE ORGANIZATION:**

State of Florida  
Department of Economic  
Opportunity (DEO)  
Caldwell Building – MSC 120  
107 East Madison Street  
Tallahassee, Florida 32399

(Grantee/Contractor)



(Signature)

Damon Steffens

(Name)

Chief Financial Officer

(Title)

10-13-17

(Date)

**BY THE COGNIZANT AGENCY  
ON BEHALF OF THE  
FEDERAL GOVERNMENT:**

U.S. DEPARTMENT OF LABOR  
Office of Cost Determination  
224 Westbridge Place  
Mount Airy, NC 27030

(Government Agency)



(Signature)

for  
Victor M. Lopez

(Name)

Director, Office of Cost Determination

(Title)

October 4, 2017

(Date)

Negotiated By: Damon L Tomchick

Telephone No.: 240-475-2786