



HISTORIC TOWN OF EATONVILLE, FLORIDA

COUNCIL GRANTS AND AUDIT REVIEW WORKSHOP AGENDA

Monday, August 28, 2023 at 5:30 PM

Town Hall - 307 E Kennedy Blvd

I. CALL TO ORDER

II. COUNCIL DISCUSSION

1. Grants Review
2. Audit Review

III. COMMENTS

2. Staff Comments

IV. ADJOURNMENT

The Town of Eatonville is subject to the Public Records Law. Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

****PUBLIC NOTICE****

This is a Public Meeting, and the public is invited to attend. This Agenda is subject to change. Please be advised that one (1) or more Members of any of the Town's Advisory Boards/Committees may attend this Meeting and may participate in discussions. Any person who desires to appeal any decision made at this meeting will need a verbatim record of the proceedings and for this purpose may need to ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which the appeal is to be based – per Section 286.0105 Florida Statutes. Persons with disabilities needing assistance to participate in any of these proceedings should contact the Town of Eatonville at (407) 623-8910 "at least 48 hours prior to the meeting, a written request by a physically handicapped person to attend the meeting, directed to the chairperson or director of such board, commission, agency, or authority" - per Section 286.26



HISTORIC TOWN OF EATONVILLE, FLORIDA

TOWN COUNCIL WORKSHOP

AUGUST 28, 2023, AT 5:30 PM

Cover Sheet

****NOTE**** Please do not change the formatting of this document (font style, size, paragraph spacing etc.)

ITEM TITLE: Review the Town of Eatonville Current Grants (**Administration**)

TOWN COUNCIL ACTION:

PROCLAMATIONS, AWARDS, AND PRESENTATIONS		Department: ADMINISTRATION
INTRODUCTIONS		Exhibits: <ul style="list-style-type: none"> N/A
CONSENT AGENDA		
COUNCIL DISCUSSION	YES	
ADMINISTRATIVE		

REQUEST: Staff requests that the Town Council review the Town of Eatonville Current Grants.

SUMMARY: Town Council desires to review all current grants that have been awarded to the town. This will allow for an opportunity for the Council to ask questions and gain an overall working knowledge and understanding of the grant requirements of all current grants to include but limited to expectations, terms, and scope of work pertaining to any projects associated with the grants. Upon review, Council will be informed on the steps that were taken from the initial application to the current status of each grant outlined and discussed.

RECOMMENDATION: Staff requests that the Town Council review the Town of Eatonville Current Grants.

FISCAL & EFFICIENCY DATA: N/A

State of Florida Division of Historical Resources

Award Amount

\$1,000,000

Grantee

Eatonville Community Redevelopment Agency

Project

The Circuit Performing Arts & Entertainment Event Center

Project Scope

"The Circuit" Performing Arts and Entertainment Event Center will renew and repurpose this blighted structure as it presently exist. With historical ties to the "Chitlin Circuit" this structure became famous for black entertainment during the 50sand 60s due to segregation and "Jim Crow" Laws. Club Eaton/KOHA as formerly known, provided Central Florida with cultural heritage entertainment and was a bedrock which helped the Town of Eatonville grow economically. This public/private partnership with local not-for-profit ownership will serve as an example of collaboration while eliminating slum and blight of historic structure. This multi-discipline newbuilding will combine museum space honoring the many entertainers who performed there with meeting space, indoor performing arts stage with entertainment area and small plate dining venue.

Grant Status

Owner of building has applied for extension.



TOWN OF EATONVILLE

Section II. Item #1.

"THE OLDEST BLACK INCORPORATED MUNICIPALITY IN AMERICA"

November 30, 2021

Mr. David Barany
Floridian Heritage Society Inc.
403 E. Kennedy Blvd.
Eatonville, FL 32751

Dear Mr. David Barany,

The Town of Eatonville, the first black incorporated Town in the United States, wholeheartedly support the Floridian Heritage Society Inc. application to the Florida Division of Arts & Culture African American Cultural Heritage Program. The proposed project, the "Circuit" refers to the "Chitlin' Circuit" that was a collection of performance venues that provided cultural acceptance for African American musicians and entertainers during the era of racial segregation. The vision is to promote and support African American performance and visual arts and to embrace the cultural and historical heritage of the Eatonville community via museum exhibitions.

The "Circuit" venue would feature a museum cafe with exhibition space, large stage for performances, indoor / outdoor patio seating for the patrons living and visiting the historic Town of Eatonville. In addition, it will provide a wonderful experience for the general public, tourists, and visiting groups who desire to learn more about the legacy of the historical Town of Eatonville through visual arts and cultural performances.

We look forward to the possibilities that the "Circuit" venue will bring to tourism contributing to an increase in visibility, visitorship, and economic vitality within the Town of Eatonville.

Sincerely,


Eddie Cole
Mayor

EATONVILLE COMMUNITY REDEVELOPMENT AGENCY

Project Title: "THE CIRCUIT" PERFORMING ARTS & ENTERTAINMENT EVENT CENTER

A. Organization Information Page 1 of 8

Applicant Information

- a. **Organization Name:*** EATONVILLE COMMUNITY REDEVELOPMENT AGENCY 
- b. **FEID:*** 46-1603289
- c. **Phone number (with extension if applicable):*** 407.960.1361
- d. **Principal Address:*** 370 E. KENNEDY BLVD EATONVILLE, 32751-6833
- e. **Mailing Address:*** 370 E. KENNEDY BLVD EATONVILLE, 32751-6833
- f. **Website:*** www.eatonvillecra.org
- g. **Organization Type:*** Other Local Government
- h. **Organization Category:*** Community Organization
- i. **County:*** Orange
- j. **UEI number:*** R981C1U5GLC7
- k. **Fiscal Year End Date:*** 12/31

1. Project Contact*

First Name

MICHAEL

Last Name

JOHNSON

Phone

407.960.1361

Email

MJOHNSON@EATONVILLECRA.ORG

2. Authorized Official*

First Name

MICHAEL

Last Name

JOHNSON

Phone

407.960.1361

Email

MJOHNSON@EATONVILLECRA.ORG

3. Applicant Grant Experience and History*

3.1. Has the applicant received previous grant assistance within the past five years from any source?*

☐ Yes

☒ No

3.2. If yes, for each grant specify the year of the grant award, grant number, grant project name, the granting entity, the grant award amount, and its current status. Make sure to include any grants awarded by the Department or other State grants.

#	Previous Grant Year	Previous Grant Number	Previous Grant Project Name	Previous Granting Entity	Previous Grant Amount	Open/Closed
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3.3. Has the applicant applied for additional grant assistance from other State or Federal funding sources, including from other divisions of the Department of State, for the same Scope of Work activities within the same fiscal year?*

☐ Yes☒ No

3.4. If yes, for each application specify the grant project name, the granting entity, the grant program, the grant request amount, date of application, and its current status

#	Grant Project Name	Granting Entity	Grant Program	Grant Request Amount	Date of Application	Current Status
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4. Proposed Project Team*

#	Name	Project Role Title	Email	Phone/Ext.
1	MICHAEL JOHNSON	EXECUTIVE DIRECTOR/PROJECT MANAGER	MJOHNSON@EATONVILLECRA.ORG	14079601361
2	PAULA BRADSHAW	FISCAL COORDINATOR	pbradshaw@eatonvillecra.org	4079601361
3	JONITA ROBINSON	ADMINISTRATIVE SUPPORT	JROBINSON@EATONVILLECRA.ORG	14079601361 ____

5. Applicant staffing and hours*

Select the option that best describes your organization.

☒ Organization is open at least 40 hours per week and has at least one paid staff member in a management position

☐ Organization has some paid staff but they are not full-time

☐ Organization is open part-time and has volunteer staff

B. Property Information Page 2 of 8

1. Project Title and Location Information*

The title should reflect the name of the property, site, area, museum or exhibit, and the goals of the proposed project. The title should be consistent with previous applications/awards. (For example, Smith House Rehabilitation, Miami City Ballet: Renovation Phase 1, etc.)

1.1. Project Title*

"THE CIRCUIT" PERFORMING ARTS AND ENTERTAINMENT EVENT CENTER

1.2. Name of Property (If applicable)

CLUB EATON / KOHA

1.3. Street Address (primary location where the proposed project will be carried out)

426 E. KENNEDY BLVD

1.4. City (location of the proposed project)*

EATONVILLE

1.5. Primary County (location of the proposed project)*

Orange

2. Historical Designation*

Indicate the type of historical designation currently held by the property/ies that are the subject of the project, if any. For properties or sites that have been listed in the National Register or are contributing properties or sites within a National Register District, provide the date that the property, site or district was listed. Should you have questions regarding the National Register status of a property or site, contact the Division of Historical Resources' National Register Staff at 1.800.847.7278 or 850.245.6300.

2.1. Type of Historical Designation*

- ☒ National Register District - Contributing Resources
☒ Local Designated District - Contributing Resources

2.2. Historical Designation details

#	Property Name	Date Designated
1	EATONVILLE HISTORIC DISTRICT	2/3/1998

3. Significance

3.1. Explain the cultural or historic significance of the property, site or resource(s) that is the subject of the proposed project - (Maximum characters 1500.)*

The "Chillin' Circuit" was the collective name given to a series of black-owned nightclubs, dance halls, juke joints and theaters that were safe and acceptable for African American entertainers to perform in during segregation. Parlaying gambling profits and a fruit picker's salary into a real estate empire, black Altamonte Springs entrepreneur Condon Merritt opened Club Eaton in 1950. After being purchased by Billy Bozeman, a former musician from Orlando, the club became one of Central Florida's most popular night spots, attracting patrons as far from Tampa and Daytona Beach seeking to enjoy themselves, meet others and show off their dates. During the 1950s and '60s Club Eaton was one of the nightspots that helped boost the popularity of many musicians. Club Eaton was popular among Chitlin Circuit musicians for having rooms upstairs where they could stay overnight, national acts associated with the club include Sam Cooke, Chuck Willis, Tina Turner, Etta James, Duke Ellington, Aretha Franklin, Cab Calloway, the Drifters, The Platters, James Brown, Fats Domino and B.B. King. Club Eaton over the years have been renamed from Mr. B's, to Heroes Night Club and formerly Club KOHA (Keeping Our History Alive). Presently, the building has become a huge blight to the community due to poor maintenance and vacancy since 2008.

Town of Eatonville Community Redevelopment Agency is seeking to renovate the building in partnership with property owner to establish a performing arts center with a museum and entertainment vibe. The new event center will honor the many entertainers during the 50's and 60's and those artist from more recent times while providing a redevelopment project which supports Eatonville Main Street and re-establish the building as an cultural heritage entertainment destination venue.

3.2. For Historic Property/ies, enter the Florida Master Site File (FMSF) Number (ex. 8ES1234). For Multiple site forms, just separate with a semicolon (;). If no FMSF form exists, applicants may be required to complete one as part of the requirements in a grant award agreement.

OR9101

3.3. Indicate Year of the Original Construction (enter Year only)*

1946

3.4. For Historic Property, Date(s) and Description of Major Alterations - (Maximum characters 300.)

N/A

3.5. Indicate Current Use of Property and Proposed Use (Maximum characters 300)*

The 426 East Kennedy Blvd structure formerly Club Eaton is currently vacant. "The Circuit" Performing Arts and Entertainment Event Center will become a multi-discipline building utilized as an Performing Arts venue, Chitlin Circuit Cultural Heritage Museum, and a Entertainment Event venue that reminds patrons of Eatonville cultural heritage. Zoned C-3

C. Project Specifics Page 3 of 8

1. Scope of Work - (Maximum characters 5000.)*

In the space provided below, briefly describe the scope of work for the project for which funding is requested. List the work items that will be completed during the grant period using the funds requested and the required match.

African-American Cultural and Historical Grants fund Fixed Capital Outlay projects at facilities in Florida that highlight the contributions, culture, or history of African-Americans. Priority shall be given to projects that:

- Encourage the design or construction of a new facility or the renovation of an existing facility in an area with great cultural significance in which no facility exists;
- Enhance the beauty or aesthetic value of facilities named for significant African-Americans; or
- Restore facilities on the National Register of Historic Places

The Town of Eatonville CRA is applying for funding for redevelopment of 426 E. Kennedy Blvd formerly Club Eaton/KOHA which lies within the Eatonville Historic District. "The Circuit" Performing Arts and Entertainment Event Center will renew and repurpose this blighted structure as it presently exist. With historical ties to the "Chitlin Circuit" this structure became famous for black entertainment during the 50s and 60s due to segregation and "Jim Crow" Laws. Club Eaton/KOHA as formerly known provided Central Florida with cultural heritage entertainment, and was a bedrock which helped the Town of Eatonville grow economically. This public/private partnership with local not-for-profit ownership will serve as an example of collaboration while eliminating slum and blight of historic structure. This multi-discipline new building will combine museum space honoring the many entertainers who performed their with meeting space, indoor performing arts stage with entertainment area and small plate dining venue. The TOE CRA will be writing and administering this grant award overseeing all task as project manager. A licensed general contractor, architect and civil engineer will be selected to perform all necessary scope of work as described:

Scope of Work: Architectural & Engineering Drawings, Demolition/Support System, Exterior Repairs and Replacement, Interior Renovation and Repairs, MEP (Mechanical/Electrical/ Plumbing

2. Tentative Project Timeline (remember this is a 24 month grant period)*

Please specify the start and end month and year below; indicate all major elements of the project for which funding assistance is requested, the anticipated time required to complete each element, and the planned sequence of these activities. Grants, if awarded, will begin July 1 of the year funds are appropriated. Projects should be completed within 24 months.

#	Work Item	Starting Date	Ending Date
1	ARCHITECTURAL & ENGINEERING DRAWINGS	7/22/2022	8/22/2022
2	DEMOLITION / SUPPORT SYSTEM	9/1/2022	10/1/2022
3	EXTERIOR REPAIRS AND REPLACEMENT	10/3/2022	11/30/2022
4	ROOFING	12/5/2022	1/31/2023
5	INTERIOR RENOVATIONS/REPAIRS	2/1/2023	4/1/2023
6	STRUCTURAL REPAIRS	4/3/2023	4/17/2023
7	MEP (MECHANICAL/ELECTRICAL/PLUMBING)	4/20/2023	6/16/2023

3. Provide the estimated total square footage of the structure (the house or building, for example):*

15,000

4. Provide measurable quantities for each work item listed in the Scope of Work (square footage, linear footage, unit counts, etc.): (Maximum characters 3500.)*

For example: square footage of floors to be refinished or walls to be repainted, linear footage of trim to be replaced, etc. If an element is not measurable in square feet, provide quantities (example: replace 15 door knobs):

Architectural & Engineering Drawings 4 sets

Demolition and Support System

25 40yd dumpsters for demolition

5 2 person man lift to remove ceilings, stairs

Exterior Repairs and Replacement

7 Exterior 36x80 fire door w/panic bar and framing

3 Commercial glass storefront doors w/framing

1 Replacement of Window

3,379 linear ft. of stucco repair

2928 sq. ft. Exterior 1st Floor paint

1677 sq. ft. Exterior 2nd floor paint

2928 sq. ft. Second Floor Framing

Roofing

310 linear ft. roof repair

TPO 80 mil 0.80 inches thick roofing replacement

30 sq. Architectural Shingles

Interior Renovations/Repairs

4x12 drywall installed

Level 5 texture

7826 base floor paint interior directed by plans

45 sq. ft. Flooring

24x24 Porcelain Tile bathrooms

12,723 black ceiling tile 2x4 as required

Structural Repairs

6000 sq. ft. roof and floor joist repairs 2nd Floor

1 set of new wood stairs

1 set of new stairs w/ landing second floor office

1 CMU Repair existing wall new roof and joists installation

1 Structural Steel repair

MEP

1 Elevator 2 story hydraulic

22 Tons HVAC

12 toilets

8 sinks

2 fountains

1 hand wash sink

- 1 kitchen sink and basin
- 1 re-pipe existing sanitary and water lines per code
- 1 Fire suppression design and installation per code
- 1 Fire alarm design and installation per code
- 1 ADA ramp to entrance, automated door, restroom upgrades and signage
- 1 Spray foam Insulation Close cell foam
- 1 Insulation Second floor wall framed insulation

5. Will you be hiring or contracting with professional architectural or engineering services to assist with the project work?*

NOTE: Professional architectural and engineering services are REQUIRED if the Scope of Work includes structural work, code-required upgrades, occupancy classification change (such as from residential to museum) and work that affects life safety (fire protection and egress).

☒ Yes

☐ No

6. If no professionals are projected to be hired, explain why. (Maximum characters 500)

All work to be performed is subject to grant approval and respective bids.

7. Does the proposed project entail a partnership with any other local entity?*

☒ Yes

☐ No

7.1. If yes, describe their participation to date and anticipated further participation in this project.

The Town of Eatonville CRA will partnership with as the grant writer and grant administrator/project manager. is the property owner (see quit claim deed)

8. Demonstrated Need - (Maximum characters 1500.)*

Discuss the demonstrated need for the proposed project or activity, as it relates to the contributions, culture, or history of African-Americans, including any immediate threats to the property/ies, historic resources, or materials that are the subject of the proposed project. Documentation material, such as newspaper articles, are to be uploaded in the Support Materials section of this application.

A Florida Main Street community, Eatonville is historically significant for being one of the first self-governing all-Black municipalities in the United States. Containing 48 historic buildings at the time, the Eatonville Historic District was designated and added to the National Register of Historic Places on February 3, 1998. Club Eaton, another property, was a popular stop on the Chitlin' Circuit, hosting performers ranging from Ray Charles, Ella Fitzgerald and Billie Holiday to James Brown, B.B. King and Aretha Franklin. Today, many structures within the historic district, including Club Eaton (426 E. Kennedy Blvd) are threatened by neglect. The 426 Kennedy Blvd (Club Eaton) property has a number of major code violations which would cause the existing facility to be demolished. If demolished this property would be erasing a seventy year history of cultural significant impact on the Town of Eatonville itself and the African-American history related to the "Chitlin Circuit". Town of Eatonville has cited this property for said major code violation and demolition order maybe presented to the Code Enforcement Board within the months to come. Additionally, this property serves as an added asset to the historic district which is part of the 2020 Florida's 11 to Save.

D. Budget and Match Page 4 of 8

1. Project Budget and Match*

1.1. Grant Funds and Match *

List your work items and associated estimated expenses and how they will be paid (from match, the grant or both). Only include expenses that are specifically related to the project.

AACH grants require a cash match of 50% of funds requested above \$500,000. For example: if the request amount is \$1,000,000, the match amount is \$250,000. This would be 50% of the \$500,000 that is above the first \$500,000 for a total project budget of \$1,250,000. There is no match requirement for grant funding requests up to \$500,000.

Round amounts to the nearest dollar. Rows must have a value in Grant Funds or Cash Match. If both columns are 0 or blank, the row will not be saved.

The amount of grant funds requested in this application will be the total in the "Grant Funds" column. The total amount of the "Cash Match" column must equal or exceed 50% of the funds requested above \$500,000. ALL matching funds must be cash-on-hand.

#	Work Item	Grant Funds	Cash Match	Total
1	Architectural/Engineering Drawings	\$23,400	\$2,600	\$26,000
2	Demolition /Support System	\$33,883	\$3,765	\$37,648
3	Exterior Fire Doors	\$9,828	\$1,092	\$10,920
4	Commercial Glass Store Front Doors	\$11,419	\$1,269	\$12,688
5	Replace Existing Windows	\$3,276	\$364	\$3,640
6	Stucco Repair	\$33,770	\$10,131	\$43,901
7	Paint Exterior	\$12,931	\$1,437	\$14,368
8	Exterior Framing	\$15,700	\$1,745	\$17,445
9	Roofing	\$105,394	\$11,710	\$117,104
10	Drywall(Hanging & Material)	\$23,119	\$2,569	\$25,688
11	Drywall (texture)	\$12,168	\$1,352	\$13,520
12	Paint (interior)	\$29,016	\$3,224	\$32,240
13	Flooring	\$38,826	\$4,314	\$43,140
14	Framing (interior)	\$11,700	\$1,300	\$13,000
15	Tile Drop Ceiling	\$65,498	\$7,278	\$72,776
16	Structural Repairs	\$200,600	\$50,150	\$250,750
17	Mechanical/Electrical/Plumbing (MEP)	\$279,616	\$135,716	\$415,332
Totals:		\$1,000,000	\$250,000	\$1,250,000

#	Work Item	Grant Funds	Cash Match	Total
18	General Contractor	\$89,856	\$9,984	\$99,840
Totals:		\$1,000,000	\$250,000	\$1,250,000

Grant Funds Requested:

\$1,000,000

Total Match Amount:

\$250,000

Project Total Budget:

\$1,250,000

1.2. Additional Budget Information/Clarification

Use this space to provide additional detail or information about the proposal budget as needed. For example, where the relationship between items in the budget and the objectives of the proposed project may not be obvious, provide clarification regarding the necessity for or contribution of those work items to the successful completion of the project.

MEP includes the following: Elevator, Mechanical, Electrical to include signage, Plumbing includes fire suppression and alarm system, ADA Compliance, Spray Foam Insulation includes second floor wall insulation

Structural Repairs includes the following: Roof/second floor joist, CMU Repairs (masonry), Structural steel repairs, Stair Framing-wood (new), Stair Framing Steel (new landing required second floor)

2. Completed Project Activities

#	Activity Description	Date Completed	Cost Value
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3. Operating Forecast. - (Maximum characters 500.)*

Describe source(s) of funding for necessary maintenance, program support, and/or additional expenses warranted to sustain the proposed project after the grant period.

The source(s) of funding for necessary maintenance, program support, and/or additional expenses warranted to sustain the proposed project after the grant period will be derived from Events fee for live performances only, entry fees, food and beverage sales, Corporate donations/Fundraising and Space Rental fees.

E. Ownership Information Page 5 of 8

1. Property Ownership.*

Enter name of the Property Owner and choose the appropriate owner type. If applicant is not the owner of the property, the applicant must secure Property Owner concurrence. The applicant shall provide a letter from the Property Owner that documents that the applicant has the permission of the Property Owner of record to conduct the proposed project on the owner's property and that the Property Owner is in concurrence with this application for grant funding. This letter shall be uploaded in the Support Materials section of this application. If the property for which grant funding is requested is leased by the Applicant Organization, the lease agreement must be dated, signed and submitted at the time of the application submission, with the required Owner Concurrence Letter attachment to the application.

1.1. Does your organization own the property?*

☐ Yes

☒ No

1.2. Property Owner*

Floridian Heritage Society Inc.

1.3. Type of Ownership*

☒ Non-Profit Organization

☐ Private Individual or For-Profit Entity

Note: Properties owned by private individuals or for-profit entities are not eligible for grant funding.

☐ State or Local Governmental Agency

☐ Federal Governmental Agency

1.4. Is the property within a Qualified Census Tract?*

☒ Yes

☐ No

F. Protection and Impact Page 6 of 8

1. Local Protection*

Indicate the level(s) of local protection currently afforded the project property or site and upload a copy of the local protection documents in the Support Materials section of this application.

1.1. Local Protection Level(s)*

☒ None

2. Annual Visitation*

2.1. What is the estimated or anticipated Annual Visitation for the project property or site?*

100000

2.2. What is the basis of these estimates? - (Maximum characters 200.)*

The basis of these estimates are from existing annual events which already draws huge numbers like Zora Festival Event, MLK Parade, Juneteenth Celebration, Founders Day Event, Florida Classic Event, and African American tourism in Florida.

3. Economic Impact*

3.1. Negative Economic Impact of COVID-19/Exacerbation of Pre-Existing Disparities and Anticipated Economic Impact of Project (Maximum characters 3000) *

Explain the negative economic impact of COVID-19 on your organization, the exacerbation of pre-existing disparities and/or any delays it caused the project. Explain the direct economic impact this project will have on addressing the negative economic impact of COVID-19 and/or the pre-existing disparities for your organization and the surrounding community. Include any information regarding number of jobs it will provide, if known

While COVID-19 has had significant impact on the Town of Eatonville it is expected with the reopening of "The Circuit" as an performing arts and event center venue an increase in new cultural heritage tourism dollars will contribute to resurrection of a sagging economic growth in the historic district and downtown area. With focus on daily tourism activities "The Circuit" is expected to create over 50 jobs in operations and construction activities. The Town of Eatonville has never fully taken advantage of it's national historical significance as the "Oldest African-American Incorporated Municipality" in the America. COVID-19 highlighted the disparities of how local tourist tax dollars are being distributed to cultural significant treasures like the Town of Eatonville. This pandemic only highlighted a well known secret of the existing disparities. Additionally, as COVID-19 restriction are lifted, the opportunities for businesses are rebounding in the local tourism market.

3.2. Was this a planned expansion or upgrade that was delayed due to the pandemic?*

☒ Yes

☐ No

4. Educational and Public Impact

4.1. Educational Benefits and Public Awareness - (Maximum characters 1500.) *

Explain how the proposed project will educate the public on issues related to the contributions, culture, or history of African-Americans in Florida.

"The Circuit" Performing Arts and Entertainment Event Center will house a museum which will focus on the contributions of artist of various disciplines who performed at this venue during the "Chitlin Circuit" period and forward. The public will have access during museum business hours and serve as the education component to this venue by highlighting the African-American culture an its impact on African-American history in Florida during the segregation periods. It very important to note this venue during the segregation period was noted in the "Green Book" which instructed performers where to go and perform and sleep without harm. The "Chitlin' Circuit" was the collective name given to a series of black-owned nightclubs, dance halls, juke joints and theaters that were safe and acceptable for African American entertainers to perform in during segregation. Parlaying gambling profits and a fruit picker's salary into a real estate

empire, black Altamonte Springs entrepreneur Condon Merritt opened Club Eaton in 1950. After being purchased by Billy B, former musician from Orlando, the club became one of Central Florida's most popular night spots, attracting patrons as far from Tampa and Daytona Beach seeking to enjoy themselves, meet others and show off their dates. Popular among Chitlin Circuit musicians for having rooms upstairs where they could stay overnight, national acts associated with the club include Sam Cooke, Chuck Willis, Tina Turner, Etta James, Duke Ellington, Aretha Franklin, Cab Calloway, the Drifters and the Platters. While much black history has been ignored, downplayed, lost and systematically destroyed since desegregation, vestiges of the Chitlin' Circuit era remain.

4.2. Building Stronger Communities/Addressing Educational Disparities/Promoting Healthy Childhood Environments (Maximum characters 3000) *

Explain how the proposed project will build stronger communities through investments in neighborhoods, address educational disparities and/or promote healthy childhood environments.

The proposed project will build a stronger community through investments in neighborhoods by restoring a dilapidated cultural and historical significant structure which will create jobs, eliminate slum and blight to encourage more private investment opportunities. "The Circuit" Performing Arts and Entertainment Event Center will help bridge the educational gap in the community by partnering with local school for events and tours highlighting the history associated the Town of Eatonville and the "Chitlin Circuit". Students will be able to learn the hidden history of Florida and how during adverse times communities like the Town of Eatonville persevered and played a role to careers of Hall of Fame legends.

G. Support Materials Page 7 of 8

1. Non-Profit Status*

File Name	File Size	Uploaded On	View (opens in new window)
FLORIDIAN HERITAGE SOCIETY, INC. Sunbiz Info.pdf	1301 [KB]	11/29/2021 8:46:11 PM	View file

2. Substitute W-9 Form*

(available at DFS website <https://flvendor.myfloridacfo.com>)

File Name	File Size	Uploaded On	View (opens in new window)
SIGNED W-9.pdf	97 [KB]	11/30/2021 10:48:20 AM	View file

3. Documentation of Confirmed Match*

Consult the program Guidelines for suitable documentation evidencing match (African-American Cultural and Historical Grant)

File Name	File Size	Uploaded On	View (opens in new window)
20211029-statement - Proof of Funds (1).pdf	599 [KB]	11/30/2021 10:58:02 AM	View file

4. Letters of Support*

File Name	File Size	Uploaded On	View (opens in new window)
Letter of Support Mayor_Vice Mayor.pdf	1051 [KB]	11/30/2021 12:32:46 PM	View file

5. Photographs*

Photographs are used to further inform Panelists and should relate to the proposed project, depicting the associated property, site, resources, or collection in its current state. Historical images are also welcome.

File Name	File Size	Uploaded On	View (opens in new window)
Existing Conditions 426 E. Kennedy Blvd.pdf	2663 [KB]	11/30/2021 2:48:44 PM	View file

Central Florida Orange County Maitland

FLORIDIAN HERITAGE SOCIETY, INC.

⇒ Back

FLORIDIAN HERITAGE SOCIETY, INC.

Information about the company FLORIDIAN HERITAGE SOCIETY, address in Maitland, Florida.


Central Florida

**Maitland
Orange County
Florida**

Maitland News

Maitland Weather

Clear Sky.

 **68.5 °**

Maitland, FL

Mon Tue Wed
☀ ☀ ☀

Company address

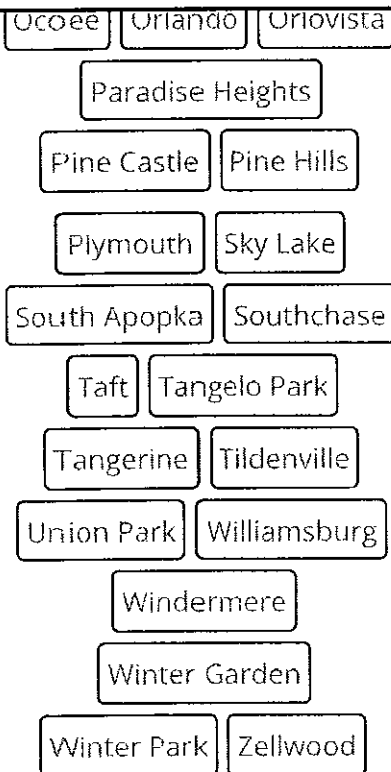
Company name: **FLORIDIAN HERITAGE SOCIETY, INC.**
Address: 403 E KENNEDY BLVD.,
City: ► Maitland
County: ► Orange County
Region: ► Central Florida
State: ► Florida

Entity information

Entity Type: Domestic Non-Profit
Entity ID: N20000005453

Florida

Section II. Item #1.



Central Florida



Maitland is part of:

Orange County

Registered Agent:

Registered Mailing

Address:

Address:

Principals:

BARANY DAVID

403 E KENNEDY BLVD.
MAITLAND, FL 32751

403 E KENNEDY BLVD.
MAITLAND, FL 32751 US

403 E KENNEDY BLVD., MAITLAND, FL 3

BARANY DAVID (P)
403 E KENNEDY BLVD.
MAITLAND, FL 32751

BARANY REKA (VP)
403 E KENNEDY BLVD.
MAITLAND, FL 32751

DRAGOSAVAC IRVING (DIR)
664 BROOKFIELD LOOP
LAKE MARY, FL 32746

MIHALEK GYULA (DIR)
8131 RED STOPPER LN
WINTER GARDEN, FL 34787

BOWELLE JULIET (DIR)
5777 LAKE CHAMPLAIN DR
ORLANDO, FL 32829

Review FLORIDIAN HERITAGE SOCIETY, INC.

Spot on Florida Comment Policy

We very much welcome respectful and useful comments. Thank you for visiting.
Please read our Comment Policy before commenting.

Last 10 company updates Maitland

• CHAUTAUQUA PROPERTY
HOLDINGS, LLC, Winter Park
(Jul 9)

• RED MAILBOX LLC, Orlando
(Jul 9)

0 Comments

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Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Section II, Item #1.
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. TOWN OF EATONVILLE COMMUNITY REDEVELOPMENT AGENCY	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input checked="" type="checkbox"/> Other (see instructions) ▶ MUNICIPAL GOVERNMENTAL ENTITY	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)
5 Address (number, street, and apt. or suite no.) See instructions. 370 E.KENNEDY BLVD	Requester's name and address (optional)
6 City, state, and ZIP code EATONVILLE, FLORIDA 32751-6833	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-					
or								
Employer identification number								
4	2		-	1	6	0	3	2 8 9

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶ <i>Michael A. Johnson</i>	Date ▶ <i>11/30/2021</i>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



JPMorgan Chase Bank, N.A.
P O Box 182051
Columbus, OH 43218 - 2051

October 1, 2021 through October 29, 2021

Section II. Item #1.

Account Number: 0000

00043939 DRE 021 219 24421 NNNNNNNNNN 1 000000000 60 0000

NUMBER ENTERPRISES LLC
DBA HEALTHANIMATE
801 LAKE DR
ALTAMONTE SPRINGS FL 32701

CUSTOMER SERVICE INFORMATION

Web site: Chase.com
Service Center: 1-800-242-7338
Deaf and Hard of Hearing: 1-800-242-7383
Para Espanol: 1-888-622-4273
International Calls: 1-713-262-1679



CHECKING SUMMARY

Chase Total Business Checking

	INSTANCES	AMOUNT
Beginning Balance		\$1,202,630.04
Deposits and Additions	8	4,379.50
Electronic Withdrawals	1	-1,386.76
Ending Balance	9	\$1,205,622.78

DEPOSITS AND ADDITIONS

DATE	DESCRIPTION	AMOUNT
10/03	Remote Online Deposit 1	\$541.40
10/03	Remote Online Deposit 1	224.50
10/09	Remote Online Deposit 1	158.60
10/16	Remote Online Deposit 1	280.55
10/19	Remote Online Deposit 1	224.50
10/24	Remote Online Deposit 1	1,423.80
10/24	Remote Online Deposit 1	1,338.85
10/27	Remote Online Deposit 1	187.30
Total Deposits and Additions		\$4,379.50

ELECTRONIC WITHDRAWALS

DATE	DESCRIPTION	AMOUNT
10/04	Orig CO Name: Capital One Desc: Crcardpmt Sec: CCD ID: 3Gd9Phfw2Bf4Hcu Orig ID: 9541719018 Desc Date: 210803 CO Entry Trace#: 051405512394205 Eed: 210804 Ind Ind Name: Eric Fiedler Trn: 2162394205Tc	\$1,386.76
Total Electronic Withdrawals		\$1,386.76

The monthly service fee of \$12.00 was waived this period because you maintained a minimum daily balance of \$1,500.00 or more.

DAILY ENDING BALANCE

DATE	AMOUNT
10/03	\$1,203,395.94
10/04	1,202,009.18
10/09	1,202,167.78



TOWN OF EATONVILLE

Section II. Item #1.

"THE OLDEST BLACK INCORPORATED MUNICIPALITY IN AMERICA"

November 29, 2021

Panelists
Division of Historical Resources
Florida Department of State
R.A. Gray Building
500 South Bronough Street
Tallahassee, FL 32399-0250

Dear Panelists;

I am writing in my capacity as the Vice Mayor of the Town of Eatonville to support the African American Cultural Heritage grant application being submitted by the Town of Eatonville Community Redevelopment Agency in partnership with the Floridian Heritage Society Inc.

This collaboration will help eliminate slum and blight of a significant cultural landmark in the Town of Eatonville while highlighting the contributions legendary artist who entertained and stayed in this historic structure.

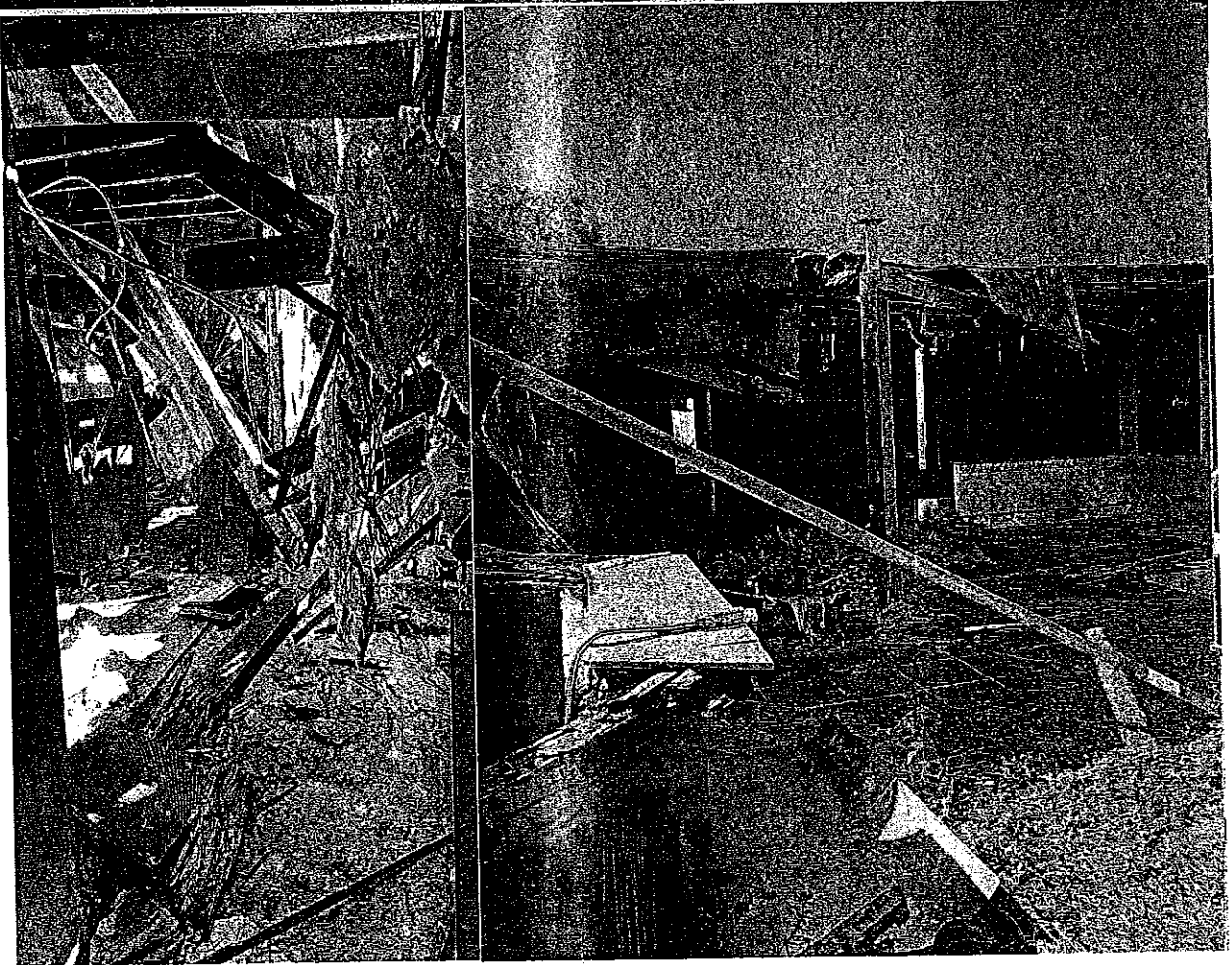
Thank you for your attention; and I urge your positive consideration of this application.

Sincerely,

Theo Washington
Vice Mayor

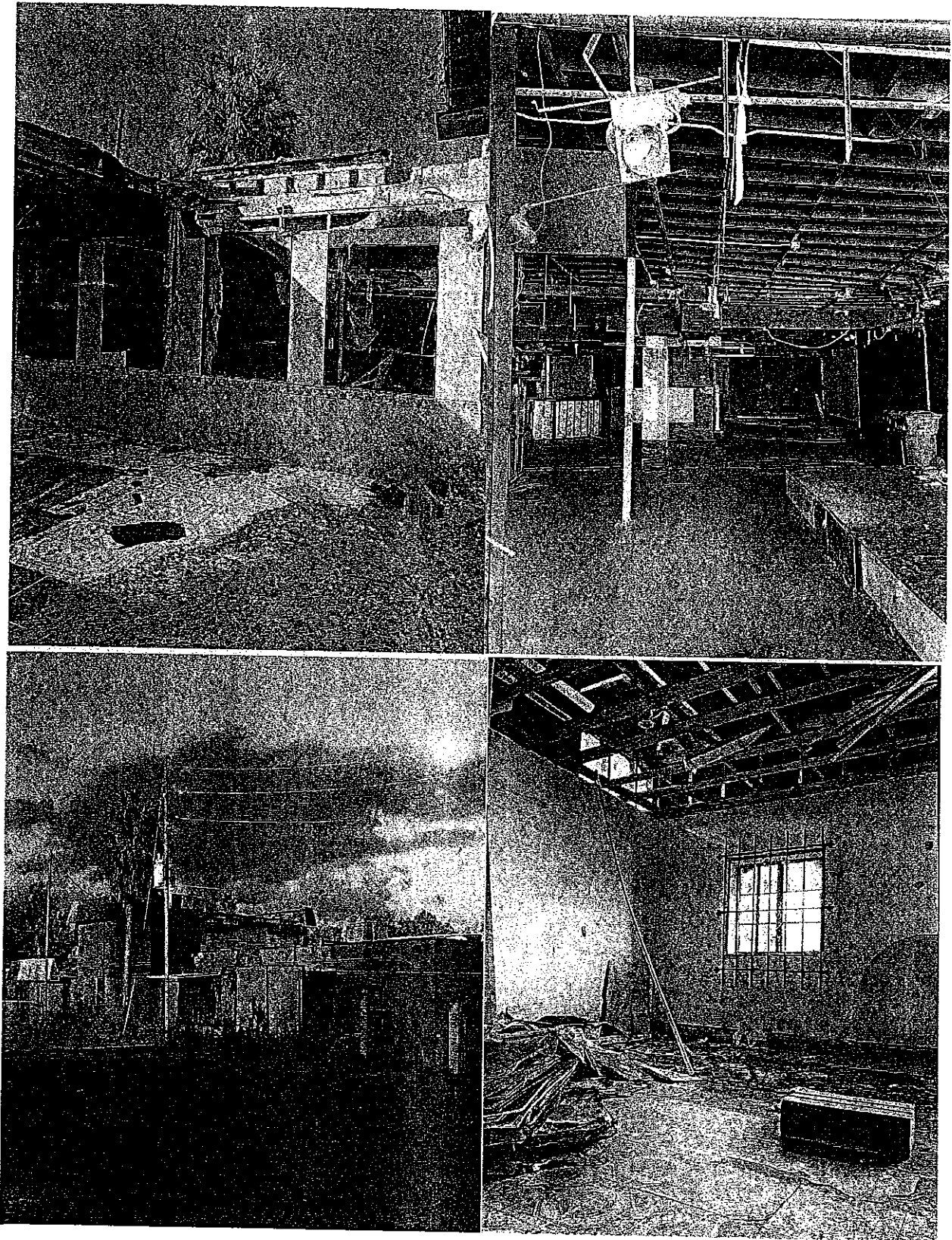
426 E. Kennedy Blvd
Club Eaton / KOHA
Existing Conditions Photos

Section II. Item #1.



426 E. Kennedy Blvd
Club Eaton / KOHA
Existing Conditions Photos

Section II. Item #1.



6. Representative Image*

Upload a single representative image of the property or project to be used in the application review meeting that conveys the theme or purpose of the proposed project. For projects directed at historic properties or sites, this should be a recent image of the front of the building or site.

File Name	File Size	Uploaded On	View (opens in new window)
The Circuit Performing Arts and Entertainment Center Rendering 2.PNG	992 [KB]	11/29/2021 8:48:13 PM	View file

7. Proposed Project Team Support Documents*

Provide the curricula vitae/resumes of the proposed project team as listed in Section A.4 of the application.

File Name	File Size	Uploaded On	View (opens in new window)
Project Team Resumes.pdf	315 [KB]	11/30/2021 12:44:24 PM	View file

8. Architectural Drawings/Design Documents (if available)

If completed, the Applicant Organization shall provide architectural project schematics, construction documents, or conditions reports.

9. Arts and Cultural Mission and Programming (if applicable)

Provide materials such as a season program, box office statement, educational programs that document percentage of arts and cultural programming of facility (If project is for a NEW space without previous programming, provide programming examples).

File Name	File Size	Uploaded On	View (opens in new window)
CRA Mission_Vision Statement.pdf	22 [KB]	11/30/2021 11:00:36 AM	View file

10. Demonstrated Need*

Provide documentation materials, such as newspaper articles, that demonstrate need for the proposed project or activity, as it relates to the contributions, culture, or history of African-Americans, including any immediate threats to the property/ies, historic resources, or materials that are the subject of the proposed project.

File Name	File Size	Uploaded On	View (opens in new window)
2020 11 to Save press release_Final2 (1).pdf	1301 [KB]	11/29/2021 10:10:25 PM	View file

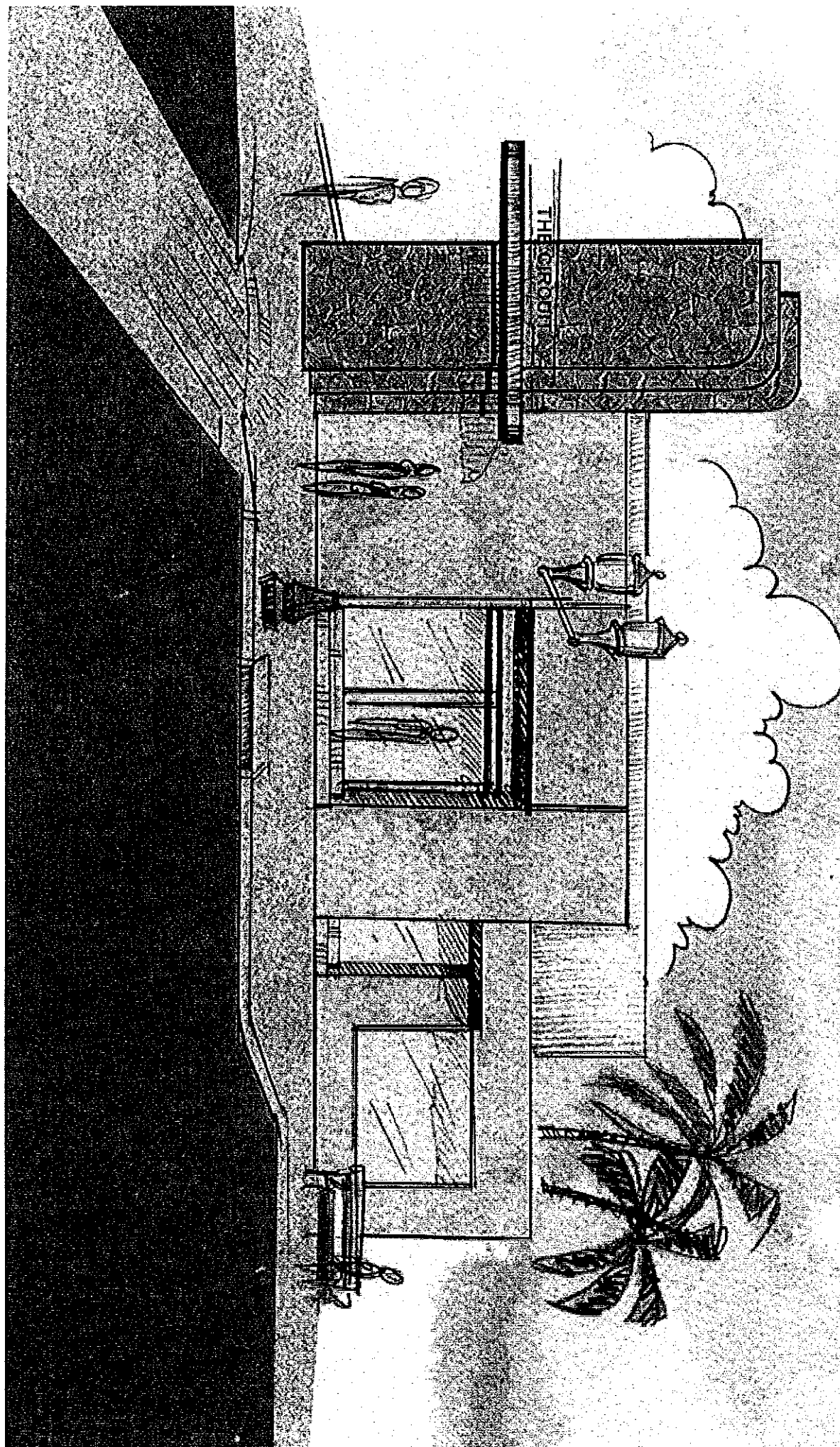
11. Owner Concurrence Letter*

MISSION STATEMENT

The mission of the Town of Eatonville Community Redevelopment Agency (CRA) is to aggressively pursue redevelopment and revitalization activities within the CRA District, with emphasis on providing more housing market rate and affordable, cultural arts opportunities, improving long-term transportation needs and encouraging retail development to include mixed use projects.

VISION STATEMENT

To create and sustain a viable community where citizens, stakeholders and visitors can live, work and play while enhancing the town's tax base by eliminating slum and blighted areas, addressing affordable housing and stimulating the economic development activities while being a catalyst for public/private investment.



Michael A. Johnson

PO Box 2047

Orlando, FL 32802

407-252-9529

Mikeaj31@gmail.com

Employment**Executive Director (Consultant)**

06/2019 – Present

Community Redevelopment

Town of Eatonville CRA

- Manage day to day operation of the community redevelopment agency.
- Provide supervision of agency staff
- Prepared annual operation budget and detailed monthly reports
- Provide direction and compliance to Florida Statutes
- Development policies and procedures
- Business recruitment and job creation activities.
- Prepare grants and request for funding for capital projects
- Assist with auditing of agencies records and finances.
- Procurement & Vendor Management.
- Human Resource activities for hiring, training and termination
- Board of Director and Advisory Board Management and Presentations.
- Prepare & Review meeting minutes and contracts.
- Prepare and complete RFP'S
- Oversee implementation of CRA Master Plan.
- Coordinate with consultants in regards to planning issues.

Sr. Consumer Service Analyst

03/2013 – 06/2019

DBPR-Division of Real Estate

- Analyze and process Real Estate and Appraisal complaints and inquiries
- Identify possible violations of the Real Estate Practice Act,
- Determine legal sufficiency.
- Refer appropriate cases to investigative field office or legal staff
- Provide written analysis citing specific possible violations.
- Customer Service
- Consult, assist, and act as liaison between and among complainants, licensees, consultants and other governmental agencies in various sections of the department.
- Represent the department at board meetings, probable cause panel meetings, hearings and conferences.

Contest Official (Football)

08/2008 – Present

Florida High School Association (member)

A-1 Official Association (member)

Pro Game Official Association (member)

Michael A. Johnson

PO Box 2047

Orlando, FL 32802

407-252-9529

Mikeaj31@gmail.com

- Thorough knowledge of the rules of the sport and be able to enforce them during play. Check players' uniforms and equipment to verify compliance
- Responsible for ensuring that the sport is played safely.
- Intervening in altercations between opposing players and administering penalties or ejections if warranted, and possibly reporting flagrant behavior to league officials.

Executive Director

01/2010 – 09/2011

09/2002 – 06/2003

Community Redevelopment
Town of Eatonville CRA

- Manage day to day operation of the community redevelopment agency.
- Provide supervision of agency staff
- Prepared annual operation budget and detailed monthly reports
- Provide direction and compliance to Florida Statutes
- Development policies and procedures
- Business recruitment and job creation activities.
- Prepare grants and request for funding for capital projects
- Assist with auditing of agencies records and finances.
- Procurement & Vendor Management.
- Human Resource activities for hiring, training and termination
- Board of Director and Advisory Board Management and Presentations.
- Prepare & Review meeting minutes and contracts.
- Prepare and complete RFP'S
- Oversee implementation of CRA Master Plan.
- Coordinate with consultants in regards to planning issues.

Owner/Broker / Consultant

05/2000 – 01/2010

10/2011 – 02/2013

Real Estate & Development Services (Consultant)
MJ Enterprises & Associate Inc. (Brokerage)

- Manage and oversee a team of Real Estate Agents
- Negotiate and prepare contracts prior to the sale or lease of a residential property and request for proposals
- Track contract term fulfillment for properties
- Advise property buyers and sellers on best practices and pricing strategies
- Assist agents with continuing education
- Appraise, Buy, Advertise, Rent, Sale, Auction, Lease & Exchange real property
- Due Diligence Affordable Housing development Consulting
- Permitting Service
- Project Management and Supervision

Michael A. Johnson
PO Box 2047
Orlando, FL 32802
407-252-9529
Mikeaj31@gmail.com

Education	Seminole State College	BS Business and Information Management (Present)	
	Seminole State College	AS Business Administration	
	Seminole State College	Technical Certificate Business Specialist	
	Seminole State College	Technical Certificate Business Operations	
	Seminole State College	Technical Certificate Financial Operation Specialist	
Licensure	Real Estate Broker	BK689542	05/30/2000 – Present
	Community Association Manager	CAM52066	05/07/2019 – Present
Military	United States Army		07/1984 – 04/1988
	Florida National Guard		05/1988 – 05/1990
Boards	Town Councilman	Town of Eatonville	03/1995 – 11/2002
	Board Members	Florida Community Capital Corp	09/2000 – 08/2010
	President	Florida Community Corporation	05/2008 – 05/2010

2337 Buckingham Run Ct. ♦ Orlando, FL 32828 ♦ (321) 663 - 1181 ♦ bradshawpr@gmail.com

PROFESSIONAL QUALIFICATIONS

- + **Extensive background in client relationships**, innovative events planner and community engagement expert, marketing and image building for nonprofit and public sectors. Relationship building with stakeholders, implementing the giving guidelines.
- + **Areas of expertise include** Community Reinvestment, developing a Marketing Plan, Media Relations - Raising public awareness of organizations Public and Non-Profit sector, Revenue growth, Training and Leadership.
- + **Demonstrated self-starter** possessing the skill set needed for a strategist and brand ambassador.
- + **Relationships with several Faith Based Organizations and Churches, Attorneys and Corporations.** Specializing in Charitable Giving and Special Events within the Non-profit Sector.

KEY KNOWLEDGE

*Master Connector
Public Speaking/ Story
Teller
Media Relations
Training &
Development*

*Crisis Communications
Solutions Strategies
Client retention/ Brand Building
Strategic Partnership Building
Cross-functional Sales Growth
Maintaining Large Customer
Base*

*Scouting new business
opportunities
Client Account
Management
Territory start up -
restructuring
Excellent Customer
Service Background*

PROFESSIONAL EXPERIENCE

ORIGINATOR — Orlando, FL

Mortgages, 08/2016 to Present

Consultative sales approach to relationship building with client(s) to establish long term relationships versus a sales transaction. Advising clients and branch team members on current loan products and services. Exceeding goals and establishing opportunities to introduce the Brand to the community through community outreach, networking and seminars.

- ✦ Partnering with Community Organizations (CRA) to provide expertise on Home buying process. Introducing the homeownership dream to those who never entertained this life altering step, income, credit or the ability to save
- ✦ Executed loan origination process, ie. Analyze applicant's financial standings, credit and liabilities. Provide guidance to products that best suit their financial goals. Collecting documents, proof of income, identification, and all necessary fees. Meticulous attention to details and maintaining state and federal mandates for housing. Client Delight scores reflect my follow up and exceptional service.
- ✦ Balancing call volume/referrals and appointment times, while developing business through a strong referral base and networking to establish outside business for the Mortgage Department as well as my Bank Partners.
- ✦ Obtain certifications required to utilize outside funding resources to meet the needs of all homebuyers through Down Payment Assistance Programs.
- ✦ Facilitate Training for other Loan Officers, Loan Office Assistants and Branch Partners.
- ✦ Covering Orange, Seminole, Osceola, Volusia and Brevard County.

Section II. Item #1.

PAULA BRADSHAW, P.A. — Orlando, FL

Sales Associate/Leasing Agent, 2004 to 8/2016

Leasing an extensive range of homes; in multiple regions throughout, Central Florida. Starting with the pre walk from Rehab completion/Move out, marketing to the final steps of making this house a home. Managed an extremely high call volume and client appointments, to document consultation and fee collection. Territory start-up and restructuring of the rental market we have come to know today. Assisted Buyers, Sellers and Lessees achieve their desired goals in Residential and Commercial Real Estate. Solutions based approach in regards to conflicts as well as excepting all challenges.

Key Results:

- ✦ Top producing Leasing Agent, producing over 3 million dollars in revenue annually. Generated 150 - 175 leases annually.
- ✦ Managing a demanding call volume, meeting the response time and closing prospects over the phone.
- ✦ As an Investor and Property Manager, clients benefit from a wealth of personal and professional knowledge and insight.
- ✦ Multi-Billion Dollar Sales and Listing Agent producer with an extensive book of business, from years of relationships and experience in Central Florida.
- ✦ Created and facilitated Sales Courses and Training for other Leasing Agents.
- ✦ Managing client accounts, payments and appointments.
- ✦ Application process from start to finish, check credit and criminal backgrounds. Collecting documents, proof of income, identification, and all necessary fees. Meticulous attention to details and maintaining state and federal mandates for housing.

BENROQUE CONSULTING GROUP, LLC. — Orlando, FL

Instructional Designer/Trainer, 2008 to Present

Utilize experienced knowledge with ADDIE, Gagne's Condition of Learning, the Dick and Carey Model, and various other instructional design tools to design courseware for corporate entities.

Key Results:

- ✦ Work with Management to create learning outcomes and instructional requirements using mostly ADDIE Principles.
- ✦ Conduct needs analysis to ascertain knowledge/skills gaps, program design, and training implementation.
- ✦ Select and Develop instructional materials for adult learning in ILT, computer-based training, and blended approach environments.
- ✦ Create assessment evaluation tools, i.e. pre/posttests, formative and summative evaluations, and measured effectiveness of training and courses using Kirkpatrick principles.

- ✦ Facilitated single and co-facilitated delivery of instructional materials to the government and private sectors in formal presentation methods and group settings.

Section II. Item #1.

EDUCATION & CERTIFICATIONS

US ARMY - MEDICAL SPECIALIST - VETERAN

STATE OF FLORIDA — Mortgage Sales Assoc., Real Estate License and Public Notary

- ✦ Ongoing training in the areas of Real Estate Industry, Community Affairs, Local and State Government.

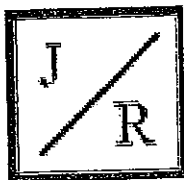
CAMPBELL COLLEGE - Business

ACHIEVEMENTS/COMMUNITY INVOLVEMENT

Greater Orlando Cares Mentoring - Board Member/Executive Director
United Negro College Fund - Board Member/Fundraising Committee
Jazz, Art and Humanities - Board Member/Events and VIP Promotions
He Got Up - East Orlando Coordinator
League of Women's Voters

Youth/Education Advocate

- ✦ Appointed to numerous *Advisory Councils* regarding Orange County Public Schools.
- ✦ *Education Rally/Letter Writing Campaign* that produced over 5,000 letters to Tallahassee
- ✦ Numerous *Media* appearances and interviews, Television, Radio and Newspaper.
 - o Panelist on Central Florida Spotlight and News Channel 13 (Education and Real Estate)
 - o WDBO and Star 94.5 (Education)
 - o Orlando Sentinel and East Orlando Times (Education)
- ✦ *School Advisory Council* - Chair and Parent Teacher Association - Board Member
- ✦ Preschool Ambassador and Buddy Dyers Orlando Cares Volunteer



JONITA ROBINSON

2305 Stefanshire Ave, Ocoee
34761
407-230-6006,
jonitarob@gmail.com

Section II. Item #1.

PROFESSIONAL SUMMARY

Professional with articulate nature and expertise in service industry operations. Well-versed in compliance and record-keeper requirements for Fortune 500 organizations. Diligent about staying on top of diverse needs with good multitasking and prioritization skills.

SKILLS

- New hire orientation
- Employee relations
- Safety control
- Hiring management
- Dispute resolution

EXPERIENCE

Human Resources Supervisor

July 1999 - March 2021

UPS | Orlando, FL

- Supported HR team with staffing, new hire orientations, and onboarding processes.
- Assisted managers and human resources staff with running consistent and compliant operations by communicating and explaining policies and procedures.
- Staffed seasonal, long-term, and temporary procedures with effective management of internal and external hiring strategies.

Staff Accountant

February 1994 - July 1999

US Home | Orlando, FL

- Built and distributed monthly, quarterly, and annual financial reporting.
- Prepared journal entries in compliance with GAAP using proper documentation and approvals.
- Managed 3 joint ventures, 3 subsidiaries and US Home building projects with well-maintained and prepared accounts and records and timely payments to contractors.

EDUCATION

MBA

September 2003

Provide a letter that documents that the applicant has the permission of the owner of record (if the Property Owner is not the applicant) to conduct the proposed project on the owner's property and that the owner is in concurrence with this application for grant funding. If the property for which grant funding is requested is leased by the Applicant Organization, the lease agreement must be dated, signed and submitted at the time of the application submission, with the required Owner Concurrence Letter. Note that, the owner must be a Non-profit Organization or agency of government.

File Name	File Size	Uploaded On	View (opens in new window)
Executed Letter of Concurrence.pdf	617 [KB]	11/30/2021 10:31:22 AM	View file

12. Local Protection (if applicable)

Provide copies of any documents that provide local protection of the project site as identified in question F.1.1.

13. Federal Assurances for Construction Programs Form*

Provide a completed copy of the Federal SF424D Assurances for Construction Programs form, which can be obtained at the Grants.Gov website <https://www.grants.gov/forms/sf-424-family.html>.

File Name	File Size	Uploaded On	View (opens in new window)
FORM 424D.pdf	999 [KB]	11/29/2021 9:25:40 PM	View file

14. Optional Materials

Applicants may attach materials not specifically requested that support the application. Examples may include copies of National Register nominations, conditions assessments, newspaper articles or other documents that reflect the significance of the resource, highlight its historic characteristics, its public use, COVID impact documentation and so on.

File	Title	Description	Size	Type	View (opens in new window)
Club Eaton Poster of Event.jpg	Club Eaton Poster		799 [KB]		View file
Parcel Photo 426 E Kennedy Blvd.pdf	Parcel Photo 426 E. Kennedy Blvd (Club Eaton"		455 [KB]		View file
Photo 426 E Kennedy Blvd 1.pdf	426 E. Kennedy Blvd		455 [KB]		View file
2020 11 to Save press release_Final2.pdf	2020 11 Saved		1301 [KB]		View file
Chitlin Circuit Logo.jpg	Building Mural		944 [KB]		View file
426 Kennedy Blvd Quit Claim Deed.pdf	Ownership Document		2884 [KB]		View file
CE Report 426 E Kennedy Blvd.pdf	Code Enforcement Report		3492 [KB]		View file

LETTER OF CONCURRENCE

November 29, 2021

To: Department of State
Division of Arts & Culture
329 North Meridian Street
Tallahassee, Florida 32301

From: Floridian Heritage Society Inc.
403 E. Kennedy Blvd
Eatonville, Florida 32751

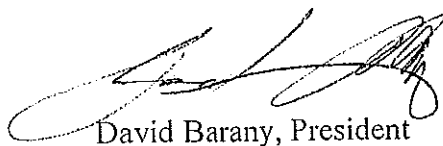
Re: Florida African American Cultural and historical Grant Application as
submitted by the Town of Eatonville Community Redevelopment Agency

I, David Barany President and Registered Agent of the Floridian Heritage Society Inc., confirm that all the statements in the application form of Town of Eatonville Community Redevelopment Agency are correct, truthful, and complete.

I understand that provision of false information and/or submission of fraudulent documentation will influence my application and admission to the Florida Department of State, Division of Arts and Culture and may be reported to the competent authorities.


Town of Eatonville Community Redevelopment Agency has the right to write/prepare and administrate my grant application for funding for the Florida African American Cultural and Historical Grant. This partnership is for the purpose of this grant only.

I give Town of Eatonville Community Redevelopment Agency the permission to forward and receive my organization data to and from competent third parties (including, but not limiting to the awarding bodies, bodies administering the grant, authorities responsible for quality assurance agencies, etc.) for the purposes of gathering information necessary to make a decision regarding awarding and auditing funding for the purpose intended in the application as submitted by the Town of Eatonville Community Redevelopment Agency.


David Barany, President



Jonita Robinson
Notary Public
State of Florida
Comm# HH128517
Expires 5/10/2025


presented by FL # B650-160-65-66i

ASSURANCES - CONSTRUCTION PROGRAMS

OMB No. Section II, Item #1.
Expiration Date: 02/28/2022

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

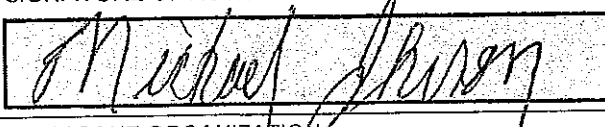
As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.); (f) conformity of

Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§ 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§ 469a-1 et seq.).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE EXECUTIVE DIRECTOR
APPLICANT ORGANIZATION TOWN OF EATONVILLE COMMUNITY REDEVELOPMENT AGENCY	DATE SUBMITTED 11/30/2021

SF-424D (Rev. 7-97) Back



THE BIG SHOW at
CLUB EATON - EATONVILLE
 FRIDAY NITE, JUNE 16 - 10 til 2
 ADMISSION - \$2.50

Please, Please, Please,
 "GOOD, GOOD, LOVING"

JAMES BROWN



and his
FAMOUS FLAMES

JAMES BROWN'S OWN ORCH.
 FEATURING



NAT KENDRICKS
 "MASHED POTATOES"

Plus ADDED ATTRACTION

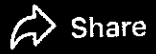
SUGAR PIE DeSANTO

John Dillinger

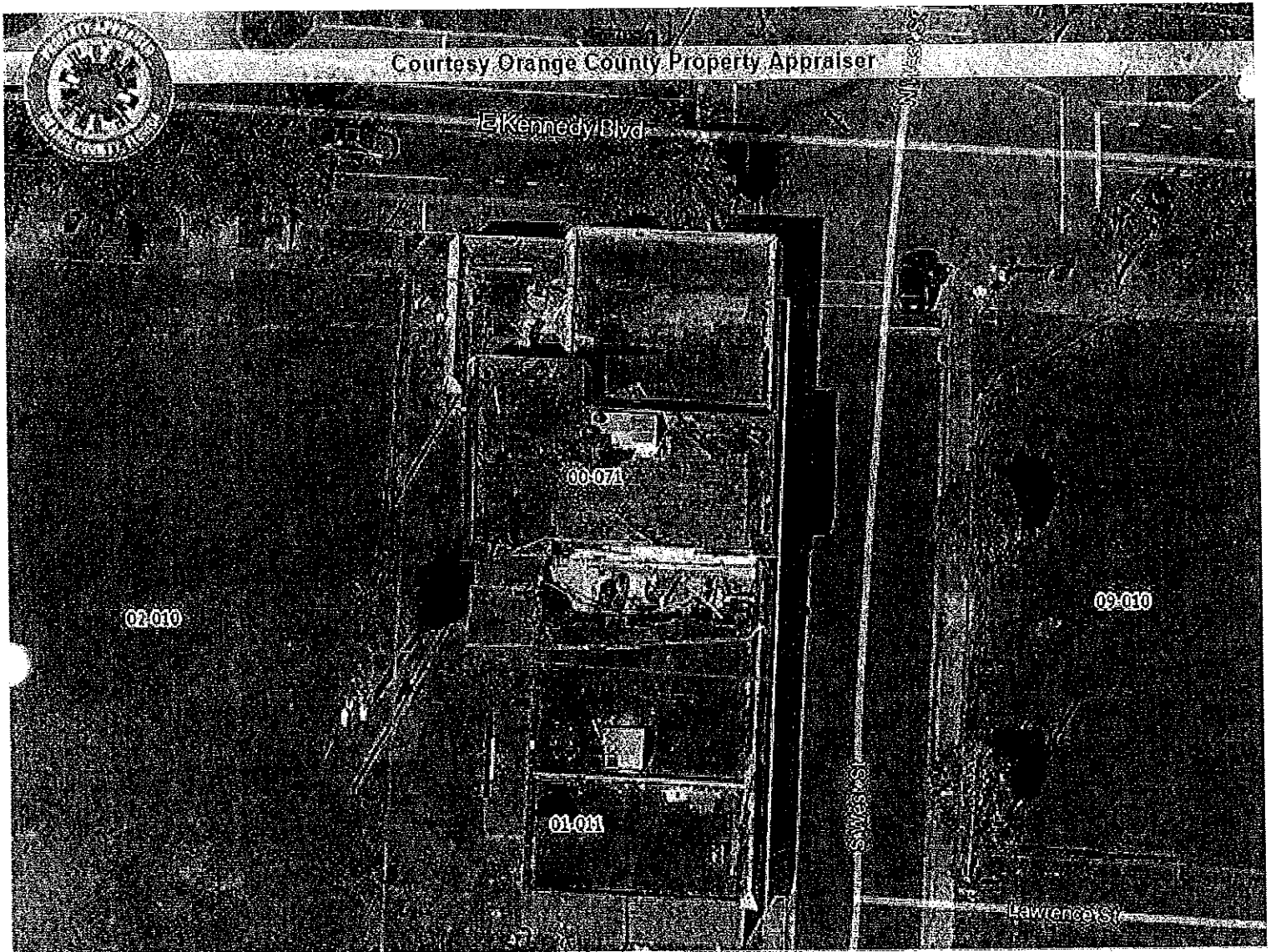
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2 Comments



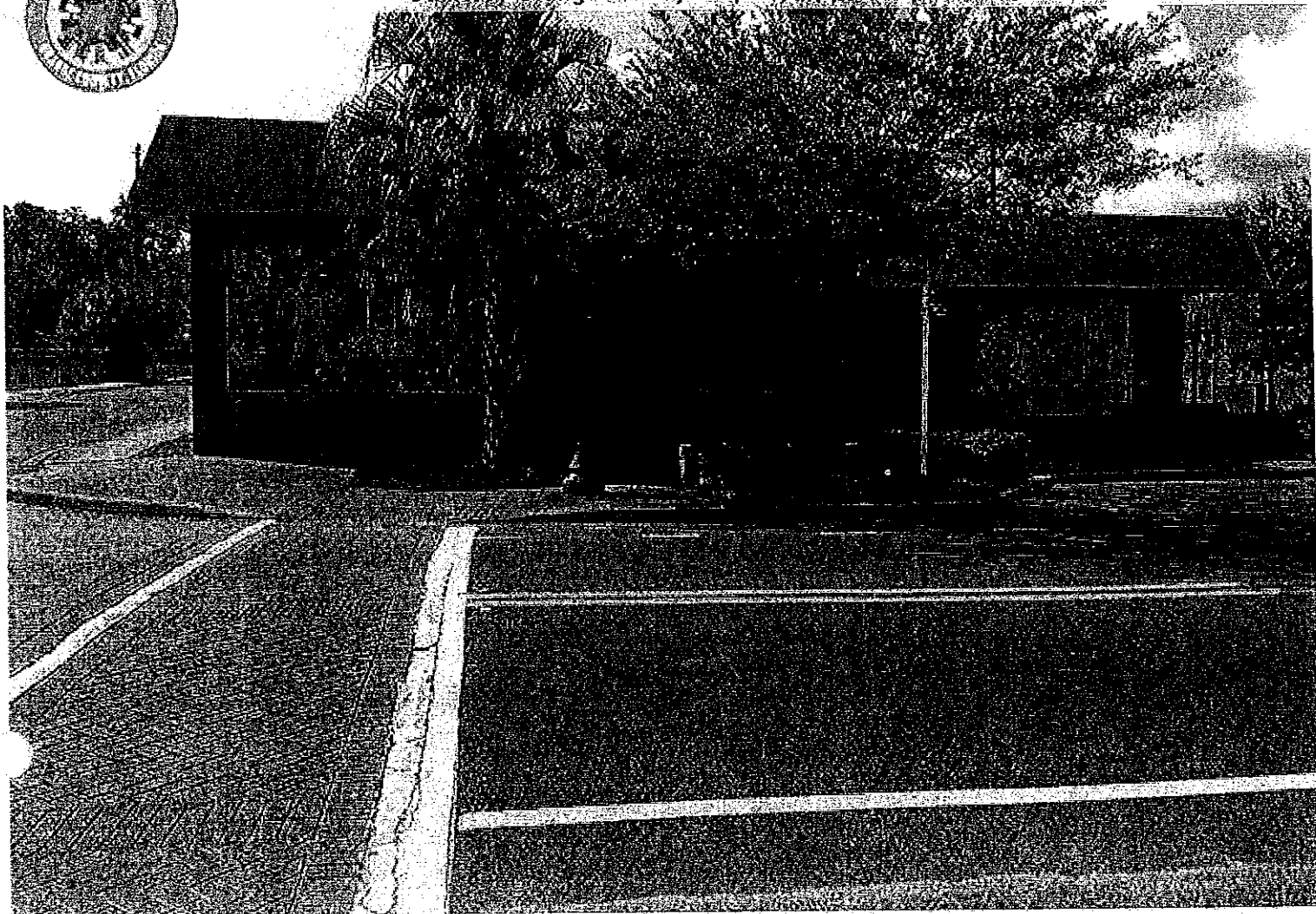
Parcel Photos - 426 E Kennedy Blvd



426 E KENNEDY BLVD, MAITLAND, FL 32751 01/07/2020



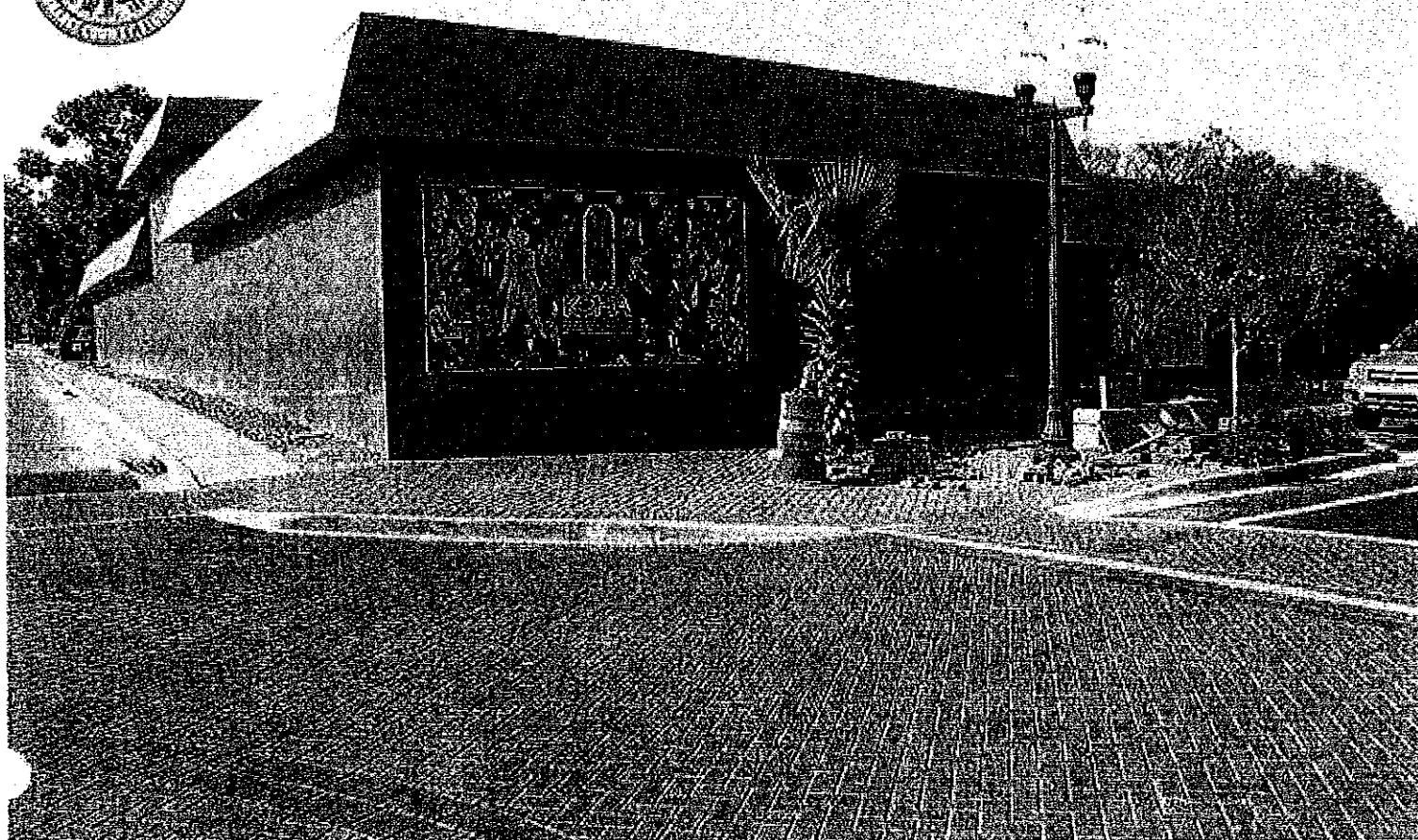
Courtesy Orange County Property Appraiser



426 E KENNEDY BLVD, MAITLAND, FL 32751 10/14/2015 10:47 AM



Courtesy Orange County Property Appraiser



29213500000071 03/19/2006



Florida Trust for Historic Preservation
P. O. Box 11206 Tallahassee, Florida 32302
(850) 224-8128

Section II. Item #1.

F

For Release:
July 29, 2020

Contact:

Melissa Wyllie
CEO & President
Florida Preservation Trust
MWyllie@FloridaTrust.org
(850) 224-8128

PRESS RELEASE

**Florida Trust for Historic Preservation Announces 2020 Florida's 11 to Save
During Virtual Preservation on Main Street Conference**

List spotlights the most threatened historic properties in the state, and drives the Florida Trust's education and advocacy initiatives for the year ahead

Tallahassee, Fla, July 29, 2020 – Today, the Florida Trust for Historic Preservation announced the 2020 Florida's 11 to Save, a list of the most threatened historic properties in the state, at the Preservation on Main Street Annual Conference in collaboration with Florida Main Street.

This year's list represents endangered historic resources in Palm Beach, St. Johns, Leon, Putnam, Miami-Dade, Bay, Orange, Santa Rosa, Alachua and Seminole counties, covering hundreds of years of history and a variety of cultural resources.

Each year, the Florida Trust for Historic Preservation announces its 11 to Save program as part of its conference. The program is designed to increase the public's awareness of the urgent need to save Florida's historic resources, and to empower local preservationists and preservation groups in their efforts to preserve Florida's rich history.

"Each year, we receive more and more nominations from people around the state for the 11 to Save program," said Florida Trust for Historic Preservation Board President Friederike Mittner. "This year's list does a good job serving our goal to have the list reflect historic places that resonate with the people of Florida, to learn from and share the stories of these special places – and work with communities to make sure they are still here in years to come."

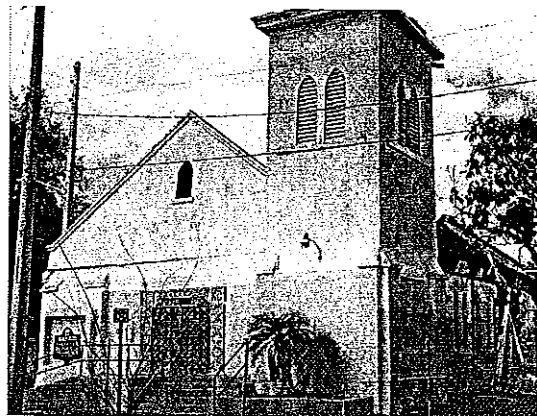
Inclusion on the Florida's 11 to Save is a starting point for the Florida Trust's advocacy and education efforts, and is intended to be part of a collaborative effort to identify custom solutions for each property. Listings are not in any order of importance.



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**Black Bottom House of Prayer
Orlando (Orange County)
*Built 1925***

Built in 1925, the Black Bottom House of Prayer is a reminder of the once thriving and bustling Parramore community near Downtown Orlando. Located in a low lying section of the African-American neighborhood, the area was called Black Bottom, due to the black mud left from constant flooding. The Spanish Mission style building was originally occupied by the Pleasant Hill Colored Methodist Episcopal Church, which later became the Carter Tabernacle Christian Methodist Episcopal Church. One member recalled the women of the church holding lanterns for the men working on the church construction in the dark after their day's work on their regular jobs.

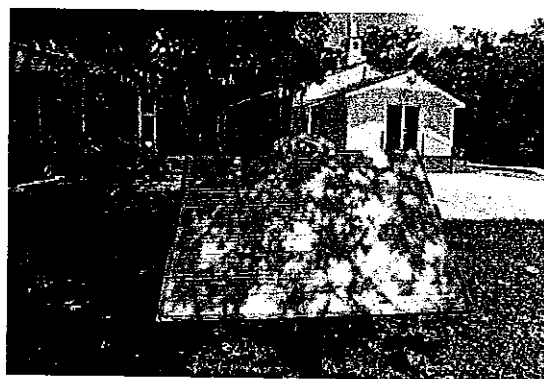


One of the oldest African-American churches in Orlando, for nearly a century it has served as a religious entity, community meeting center and a school for the local African-American community. In the spring of 2020, the building was designated as an Orlando Historic Landmark. However, a recent roof collapse is endangering efforts to preserve the structure.

The Orange Preservation Trust and the National ADHD Foundation are in the process to secure resources to restore the historic landmark. The nominator hopes inclusion on this year's 11 to Save list will help draw attention to on-going fundraising efforts for restoration and preservation.

**Community of Cosmo and the Gullah
Geechee Cultural Heritage Corridor
Jacksonville (Duval County)
*Established ca. 1870s***

The community of Cosmo was established in the late 1870s as a Gullah Geechee freedmen's settlement community. The Gullah Geechee people are the descendants of West and Central Africans who were enslaved on coastal rice, indigo and Sea Island cotton plantations in North Carolina, South Carolina, Georgia and Florida. The nature of their enslavement on isolated island and coastal plantations created a unique culture with deep African retentions that are clearly visible in Gullah Geechee people's distinctive arts, crafts, foodways, music and the Gullah language. An important part of Jacksonville's Gullah Geechee history, Cosmo is still home to the descendants of the founders and retains historic buildings, burial grounds and fishing grounds on the banks of the St. Johns River.





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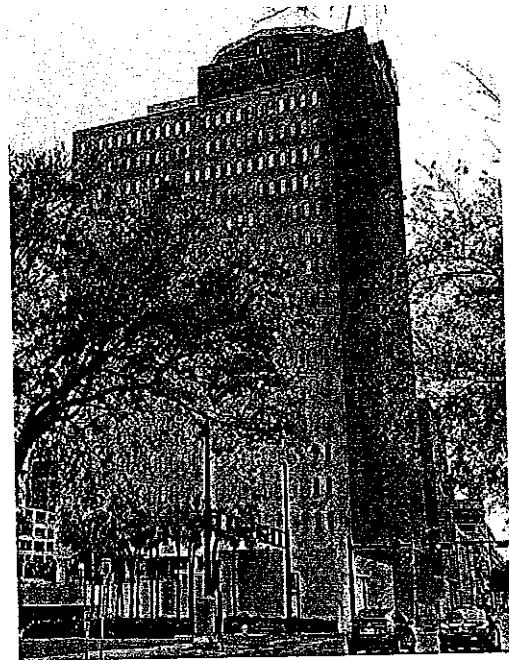
Development in the area threatens significant historic and cultural resources, some of which lack local, state and federal historic designations that would provide important protection and generate resources for preservation. This is exacerbated by a lack of awareness among public officials and the general public about the historic significance of the community or the Gullah Geechee people.

The nominator seeks to raise awareness among public officials and the general public about the historic significance of Cosmo and other endangered Gullah Geechee settlements throughout Florida to engender support for additional resources for a range of historic and cultural preservation initiatives for these communities.

Downtown Jacksonville National Register Historic District Jacksonville (Duval County) *Designated 2016*

In May 2016, 56 blocks of Downtown Jacksonville were listed in the National Register of Historic Places as a historic district. This 158-acre historic district contains a contiguous group of resources that relate to the development of Florida's first big city central business district as a commercial, institutional, and residential hub following the Great Fire of 1901.

Despite inclusion on the National Register, many prominent historic and culturally significant sites including the City Hall Annex, Greyhound Bus Station, First Baptist Church Sunday School Building and the Universal Marion (JEA) Building, have been razed, approved for demolition and/or have a future in doubt today. As a result, various community groups and organizations such as the Mapping Jax Group are rallying public officials to modify local preservation and adaptive reuse policies to encourage rehabilitation and local landmarking of what is left.



Acknowledging local policies and programs aimed at rehabilitating historic buildings have not done enough, the Downtown Investment Authority has proposed a plan to revise historic preservation and revitalization trust fund guidelines, recommend that the city council adopt a new program to incentivize rehabilitation of historic landmarks as well as target code compliance improvements to landmarks and non-landmarked older buildings. In the upcoming months, it will be up to City Council to decide if the proposed program is ultimately adopted.

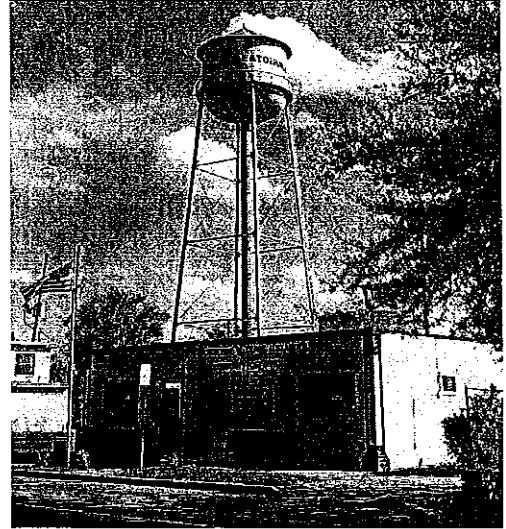


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Eatonville Historic District
Eatonville (Orange County)
Established 1887

A Florida Main Street community, Eatonville is historically significant for being one of the first self-governing all-Black municipalities in the United States. The town was named after Josiah C. Eaton, one of a small group of white landowners who were willing to sell sufficient land to African Americans to incorporate as a Black town on August 15, 1887.

Containing 48 historic buildings at the time, the Eatonville Historic District was designated and added to the National Register of Historic Places on February 3, 1998. Many of its properties are related to its most famous former resident, Zora Neale Hurston. Hurston was a noted writer, folklorist, and anthropologist associated with the Harlem Renaissance.



Club Eaton, another property, was a popular stop on the Chitlin' Circuit, hosting performers ranging from Ray Charles, Ella Fitzgerald and Billie Holiday to James Brown, B.B. King and Aretha Franklin. The district's oldest property, the Thomas House, was built in 1881 as the town's first church, also eventually becoming the town's first library. Today, many structures within the historic district, including Club Eaton and the Thomas House, are threatened by neglect.

Lee School
Leesburg (Lake County)
Built 1915

Built in 1915, Lee School, later known as the Lee Adult Education Center, is an historic school in Leesburg that was added to the National Register of Historic Places in 1995. During World War II, the school served as a community center and daycare center of the children of mothers working during the war effort. As a school, the structure has served as a place of education for approximately seven generations of Leesburg residents.



Currently the rapidly deteriorating property is in danger of being demolished to make room for a senior living development. Original redevelopment plans in 2014 called for the school being restored into a 152-unit assisted living and senior independent living development. Sold again in 2018, the new property owner requested permission to raze the historic structure with the explanation that the building was in worse shape than originally expected.



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Local nonprofit art and cultural organization, Leesburg Center for the Arts is working with the City of Leesburg Building and Planning department to save the buildings, renovate and reuse as a studio space and arts education center for artists, and creatives, as well as a children's and history museum.

McFarlane Historic District
Coral Gables (Miami-Dade County)
Established 1925

The MacFarlane Historic District is a Black community nationally designated on the National Register of Historic Places. In 1925, Flora MacFarlane, the area's first solo female homesteader and schoolteacher, sold the twenty acres that today constitute the historic district to Coral Gables founder George Merrick's company, which developed the property into a subdivision. Many Bahamian immigrant laborers, particularly Afro-Bahamians, subsequently built residences there. Originally, 32 homes made up the MacFarlane Homestead Historic District when it was designated in 1994 on the National Register with areas of significance including Ethnic Heritage, Community Planning and Development and Architecture between 1925 and 1949.



A rare example of a Black community in Florida to designated as a National Register of Historic Places Historic District, the community is threatened due to on-going redevelopment in the area and homes that have been lost to neglect.

Pensacola Vocational School
Pensacola (Escambia County)
Built 1942

With the Second World War looming, the Pensacola Vocational School (also known as the Pensacola Trade School) was completed in 1942 by the Works Progress Administration. During World War II, the school trained both civilian and military students, including Pensacola's own "Rosie the Riveter" women who took up jobs previously occupied by men. The school also later trained Black students, and during its later tenure, served as the administrative headquarters of the Escambia County School District. In addition, the building was named in honor of Dr. Vernon McDaniel, the county's first Black school board member.





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Along with its historic and cultural significance, the Vocational School Building is one of the few pre-1950 buildings remaining in the city's Tanyard neighborhood. One of Pensacola's oldest neighborhoods, the racially diverse Tanyard community developed adjacent to the city's working waterfront during the late 19th century. Since the 1970s, Tanyard has been decimated by urban renewal, gentrification and ongoing redevelopment.

Vacant since 2010, the John Sunday Society named the Pensacola Vocational School to its 2019 Seven to Save list and has encouraged the owner to incorporate the building into redevelopment plans. Inclusion of the school building into the site's proposed redevelopment could help bolster efforts to save other remaining historic structures in the neighborhood.

S.H. Johnson X-Ray Clinic
Miami (Miami-Dade County)
Built 1939

Built in 1939, the S.H. Johnson X-Ray Clinic reflects the reality of segregated life in Miami during the early decades of the 20th century. An example of Streamline Moderne architecture, which was popular during the 1930s, the X-Ray Clinic is significant for its association with a prominent physician in Miami's early Black community.

Dr. Samuel H. Johnson came to Miami as a child in 1903 and began to practice medicine in 1931. He later studied radiology and was the first Black physician in South Florida to establish a radiological practice. The clinic is an example and representation of the Jim Crow era as he built the practice because Blacks were not allowed to be x-rayed at the City Hospital. Dr. Johnson is said to have amassed the most extensive x-ray equipment of any Black practitioner in the country.



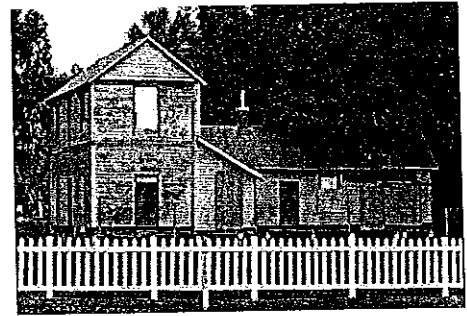
The X-Ray clinic has been vacant since 1972 and was in a deteriorated condition when it was donated to the Black Archives in 1981. Currently, the clinic is in desperate need of funding to restore to its original grandeur and bring it up to code.



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Patten House
Ellenton (Manatee County)
Built 1895

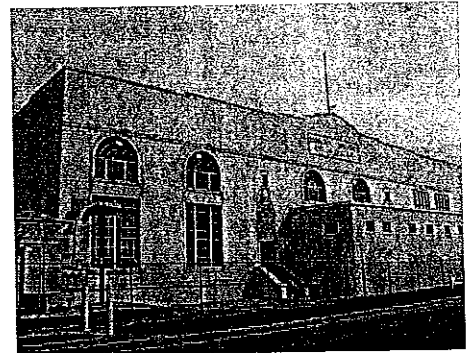
The Patten House was built in 1895 by Dudley Patten, the son of General George Patten, who purchased the Gamble Plantation and moved his family from Savannah following the Civil War. Originally a one story, wooden structure, the House was expanded to include a second story, wrap around porch and an early indoor toilet. For 99 years, the local chapter of the United Daughters of the Confederacy has cared for the interior of the building and opened it to the public. The State of Florida is responsible for exterior maintenance.



Termite and other damage resulted in Patten House being closed in 2014. The nominator is seeking creative solutions for preserving and interpreting the building.

St. Cloud Municipal Utilities
St. Cloud (Osceola County)
Built 1926

Built in 1926, the St. Cloud Municipal Utilities plant was the first to provide electricity to a city established in 1909 as a retirement community for Civil War union veterans nicknamed "The Friendly Soldier City." Prior to being sold to the Orlando Utilities Commission in 1994, the electrical utility plant produced power from a mixture of diesel and natural gas to cover a 150 square mile area that extended into south Orange County.



In operation until 2008, the site was deemed to be contaminated during the 1990s. Current remediation strategies to the site include the potential demolition of the historic structure.

In response, St. Cloud Main Street has formed a subcommittee to investigate various opportunities to bring forward to the City Council so they see options and possible financial assistance in restoring the structure into a viable economic driver. The nominator seeks inclusion to the 11 to Save list as a tool to help bring increased awareness to local officials that there is a public contingent who would like to see the St. Cloud Municipal Utilities building preserved.



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Walter Farley House
Venice (Sarasota County)
Built 1956

Built in 1956, the Walter Farley House was designed by famed Sarasota School Architect Ralph Twitchell, with an addition by Jack West. It was built as the home and studio of Walter Farley, the author of the Black Stallion series of books. Walter and his wife Rosemary were tightly integrated into Venice and its literary community. They were founding members of the Friends of the Venice Library. They also hosted gatherings in their home for members of the Ringling Brothers and Barnum & Bailey Circus.

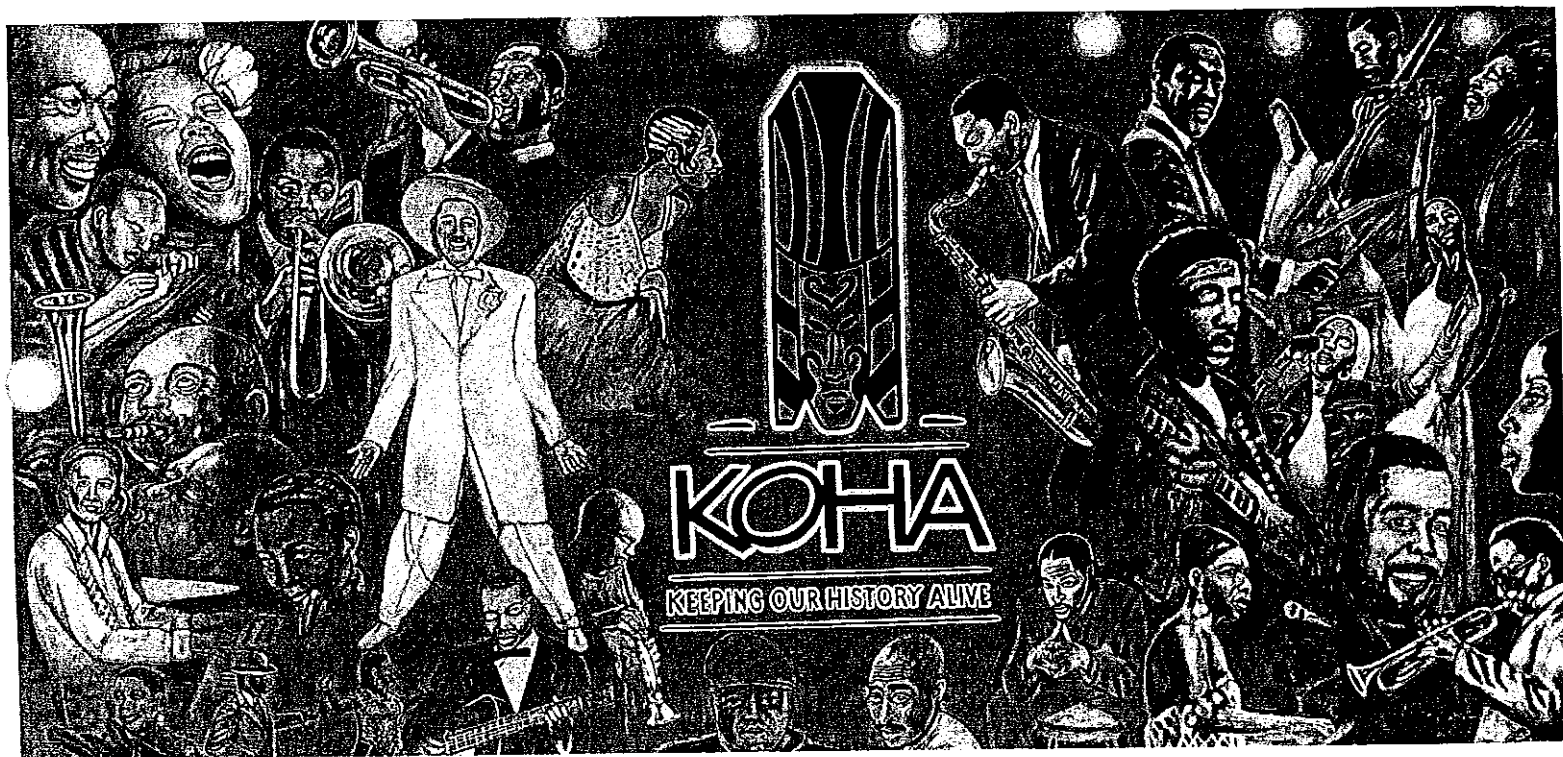


Nestled on a couple of acres overlooking the Gulf of Mexico, the property is currently on the market and is dually listed as a home for sale (which is in need of repair) and as vacant land for a buyer to demolish in order to construct a new home. Included on the History & Preservation Coalition of Sarasota County's 2020 Six to Save List, the nominator encourages local preservation groups and community leaders to collaborate and identify solutions for the preservation of the property.

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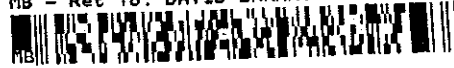
About the Florida Trust

The Florida Trust for Historic Preservation is the state's non-profit dedicated to protecting Florida's extraordinary heritage and history. Founded in 1978, the Florida Trust has collaborated to save irreplaceable Florida treasures like the Historic Florida Capitol and is a statewide partner of the National Trust for Historic Preservation. Learn more at www.FloridaTrust.org and follow on Twitter: @FloridaTrustHP.



Prepared By/Return To:
 Jesse E. Graham, Jr., Esq.
 GRAHAM LEGAL GROUP, PLLC
 1000 Legion Place, Suite 1200
 Orlando, Florida 32801
 Parcel ID No.
 File No. 426 E. Kennedy

DOCH 20210725496
 11/29/2021 04:11:50 PM Page 1 of 3
 Rec Fee: \$27.00
 Deed Doc Tax: \$1,050.00
 DOR Admin Fee: \$0.00
 Intangible Tax: \$0.00
 Mortgage Stamp: \$0.00
 Phil Diamond, Comptroller
 Orange County, FL
 MB - Ret To: DAVID BARANY



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QUITCLAIM DEED

THIS QUITCLAIM DEED, made this 29th day of November, 2021, between **426 E. KENNEDY, LLC**, a Florida limited liability company, whose post office address is 403 E Kennedy Blvd., Maitland, FL 32751 (hereinafter referred to as the "**Grantor**"), to **FLORIDIAN HERITAGE SOCIETY, INC.**, a Florida not-for-profit corporation, whose address is 403 E Kennedy Blvd., Maitland, FL 32751 (hereinafter referred to as the "**Grantee**").

WITNESSETH that the Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and quitclaimed to the said Grantee and Grantee's heirs and assigns forever, the following described land, situate, lying and being in the County of Orange, State of Florida, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

TO HAVE and TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title interest, lien, equity and claim whatsoever of Grantor, either in law or equity, for the use, benefit and profit of the said Grantee forever.

GRANTOR does hereby warrant that the above described property is vacant land and neither the homestead of Grantor nor contiguous or adjacent to the homestead of the Grantor.

The Land conveyed hereby is subject to taxes accruing subsequent to December 31, 2021, that certain Mortgage and Security Agreement dated January 8, 2018 from Grantor to Terminus 426 E. Kennedy, LLC, a Florida limited liability company, and recorded on January 9, 2018 as Doc #20180018060, Public Records of Orange County, Florida, securing a promissory note in the original principal amount of \$220,000.00, and easements, restrictions, conditions, covenants of records, if any; however, reference herein does not operate to reimpose same.

{Signatures appear on the following page.}

State of FLORIDA, County of ORANGE
 I hereby certify that this is a true copy of
 the document as reflected in the Official Records
 PHIL DIAMOND, COUNTY COMPTROLLER
 BY: CSampson D.C.
 DATED: 11-29-21



IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal the day and
 year
 first above written.

Signed, sealed and delivered in the presence
 of the following witnesses:

K.P. Patel
 Print Name: KALPESH PATEL

S. Patel
 Print Name: SAYNA PATEL

GRANTOR:

426 E. KENNEDY, LLC, a Florida
 limited liability company

By: [Signature]
 David Barany
 As its: Manager

STATE OF FLORIDA
 COUNTY OF ORANGE

THE FOREGOING INSTRUMENT was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 29 day of November, 2021, by David Barany as the Manager of 426 E. Kennedy, LLC, a Florida limited liability company, on behalf of the company, who DRIVER LICENSE is personally known to me or ☒ produced as identification.

NOTARY SEAL:



KALPESH P. PATEL
 Commission # HH 052039
 Expires November 16, 2024
 Bonded Thru Budget Notary Services

K.P. Patel
 Notary Public

EXHIBIT "A"**LEGAL DESCRIPTION**

BEGIN 20 FEET WEST OF THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 35, TOWNSHIP 21 SOUTH, RANGE 29 EAST, THENCE WEST ALONG THE QUARTER SECTION LINE 75 FEET; THENCE NORTH 96 FEET MORE OR LESS TO THE SOUTH LINE OF THE PUBLIC ROAD; THENCE EAST ALONG THE SOUTH LINE OF THE PUBLIC ROAD 75 FEET; THENCE SOUTH 96 FEET MORE OR LESS TO THE POINT OF BEGINNING.

ALSO:

BEGIN AT THE EAST QUARTER CORNER OF SECTION 35, TOWNSHIP 21 SOUTH, RANGE 29 EAST, RUN THENCE WEST 20 FEET TO AN IRON PIN, BEING THE POINT OF BEGINNING OF THIS DESCRIPTION, RUN THENCE WEST 75 FEET; THENCE SOUTH 100 FEET; THENCE EAST 75 FEET; THENCE NORTH 100 FEET TO THE POINT OF BEGINNING. ALSO DESCRIBED AS THE WEST 75 FEET OF THE EAST 95 FEET OF THE NORTH 100 FEET OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 35, TOWNSHIP 21 SOUTH, RANGE 29 EAST, ALL BEING IN ORANGE COUNTY, FLORIDA.

LESS:

BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF KENNEDY BLVD. AND THE WEST RIGHT OF WAY LINE OF WEST STREET; THENCE PROCEED SOUTH ALONG AND FOLLOWING THE WEST RIGHT OF WAY LINE OF WEST STREET A DISTANCE OF 100 FEET TO A POINT; THENCE PROCEED WESTWARDLY A DISTANCE OF 5 FEET TO A POINT. THENCE PROCEED NORTHWARDLY A DISTANCE OF 100 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF KENNEDY BLVD.; THENCE PROCEED EASTWARDLY A DISTANCE OF 5 FEET TO THE POINT OF BEGINNING.

Code Enforcement Case: CE-21-0033

Entered on: 03/31/2021 2:11 PM

Printed on: 11/30/2021

Section II. Item #1.

Topic: Building
 Due Date: 07/14/21
 Initiated by: Proactive
 Hearing Date:

Status: Open
 Assigned To: Akiva Wilson

Hearing Time:

Permit

Permit #:

Business name:

License #:

Property Location

Occupant Name:

Address: 426 E KENNEDY BL , 32751

Phone:

Cell #:

APN : 292135000000071

Owner Information

Owner Name: 426 E KENNEDY LLC

Address: 1841 W FAIRBANKS AVE
 WINTER PARK, FL 327894577

Phone:

Cell #:

Actions

Action	By	Date	Time	Note/Observation
Courtesy Notice	Akiva Wilson	03/31/2021	2:11 pm	Building needs to be repaired and updated.
Final Notice of Violation	Akiva Wilson	06/30/2021	1:05 pm	Send to (Owner)

Violations

Violation Type	Due Date	Status	Closed Date
1 Minimum Property Standards Corrections Required:Correct all issues that is sited at a given resident.	03/31/2021	Open	

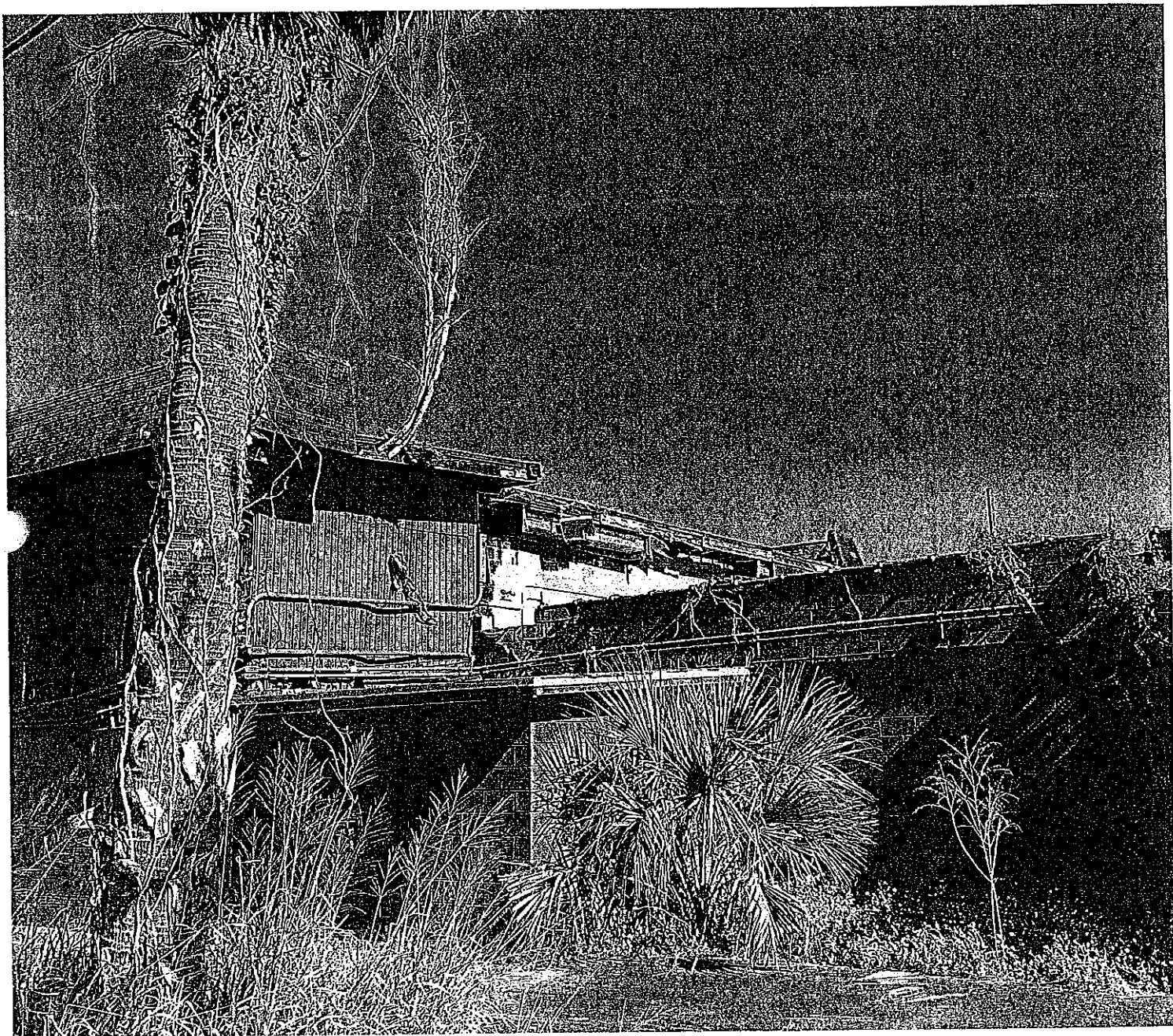
Inspection Notes

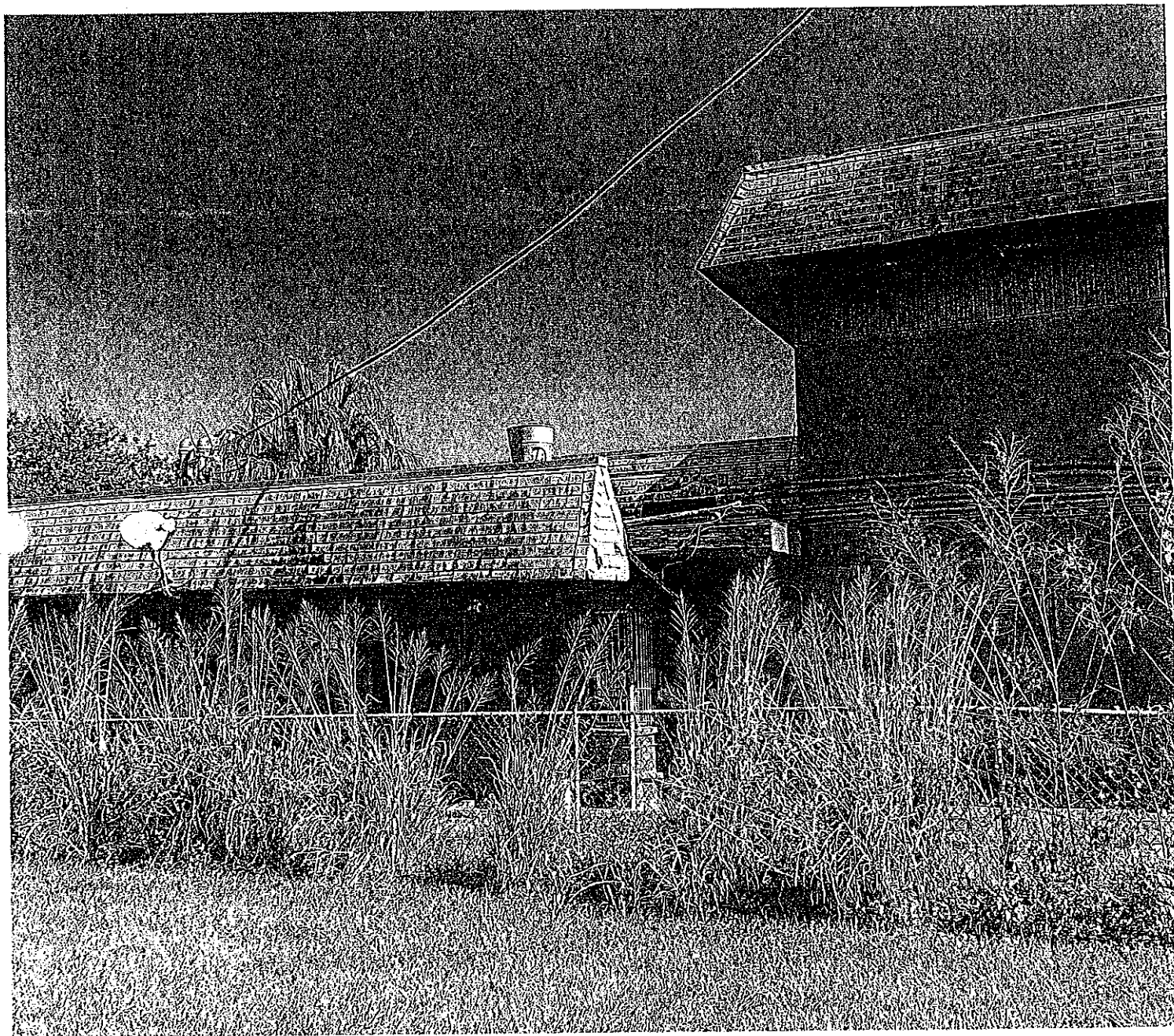
Date: _____ Time: _____

Findings: _____

Photographs

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14.1.

H. Review and Submit Page 8 of 8

1. Review and Submit*

☒ I hereby certify that I am authorized to submit this application on behalf of {{organization}} and that all information indicated is true and accurate. I acknowledge that my electronic signature below shall have the same legal effect as my written signature. I am aware that making a false statement or representation to the Department of State constitutes a third degree felony as provided for in s. 817.155, F.S., punishable as provided for by ss. 775.082, 775.083, and 775.084.

1.1. Signature (Enter first and last name)*

MICHAEL JOHNSON

Eatonville Community Redevelopment Agency**23.s.aa.900.114**

This Amendment is between the State of Florida, Department of State, Division of Central Office hereinafter referred to as the "Division" and Eatonville Community Redevelopment Agency, hereinafter referred to as the "Grantee".

The parties entered into a grant agreement for the implementation of a African-American Cultural and Historical Grant grant, for "THE CIRCUIT" PERFORMING ARTS & ENTERTAINMENT EVENT CENTER. The parties now mutually desire to amend certain terms and conditions of the grant agreement.

In consideration of the covenants contained herein, it is agreed:

All section of the original grant agreement not specifically amended by this or a prior written amendment and all prior written amcnments are hereby reaffirmed.

The following sections are hereby revised as follows:

Original Length of Agreement

7/1/2021 - 06/30/2023

Amended Length of Agreement

7/1/2021 -12/31/2023

Additional Conditions**12. Grant Reporting Requirements:**

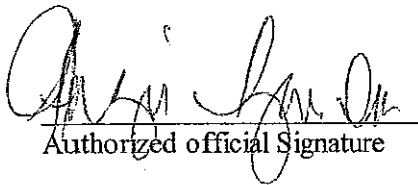
- f) Sixth Report is due by July 15, for the period ending June 30 (third year of the grant period).
- g) Seventh Report is due by October 15, for the period ending September 30 (third year of the grant period).
- h) Final Report. The Grantee must submit a Final Report to the Division within one month of the Grant Period End Date set forth in Section 2 above. All final reports must document the completion of all deliverables/tasks, expenses and activities that occurred by the Grant Period End Date. The Grantee may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period. Expenditures of state or federal financial assistance must be in compliance with the laws, rules, and regulations applicable to expenditures of state and federal funds, including, but not limited to, this Agreement, the *Reference Guide for State Expenditures*, 2 CFR Part 200.

AUTHORIZATION

 6-1-23

Authorized official for the Grantee

Authorized official for the Division

 6-1-23

Authorized official Signature

Date

Division Authorized official Signature

Date

U.S. Department of Housing and Urban Development

Economic Development Initiative Community Project Funding

Award Amount

\$2,000,000

Grantee

Town of Eatonville

Project

Town Shoppe Eatonville Affordable Housing Initiative

Project Scope

The project is named the "Town Shoppe Eatonville Affordable Housing Initiative." As is authorized under Chapter 163, Part III F.S. and stated in the Town of Eatonville TOECRA plan, the TOECRA wishes to proceed with the purchase of blighted land for restoration, economic development, and affordable housing, per the agreement.

Grant Status

Grant agreement has been signed. Waiting for Council approval of project location.



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, D.C. 20410-1000

OFFICE OF COMMUNITY PLANNING AND DEVELOPMENT

March 2, 2023

Angie Gardner
Town of Eatonville, Florida
307 E. Kennedy Blvd.
Eatonville, FL 32751
Email: agardner@townofeatonville.org

Dear Gardner:

In the Consolidated Appropriations Act, 2023 (Public Law 117-328) (the FY2023 Act), Congress made funding available \$2,982,285,641 for “grants for the Economic Development Initiative (EDI) for the purposes, and in amounts, specified for Community Project Funding/Congressionally Directed Spending” in the associated table included in the accompanying joint explanatory statement (JES). These “Community Project Funding” or “CPF” awards are administered by the Department of Housing and Urban Development (HUD).

HUD received the below information about your project as listed on the JES, which was printed in the Senate section of the Congressional Record on December 20, 2022 ([CREC-2022-12-20-pt3-PgS9325-2.pdf \(congress.gov\)](#)). A Grant Number (noted below) has been generated by HUD and will be the unique identifier for your project throughout the grant process.

Grantee:	Town of Eatonville, Florida
Project:	Town Shoppe Eatonville Affordable Housing Initiative
Amount:	\$2,000,000
Grant Number	B-23-CP-FL-0378

Pursuant to the requirements associated with the FY2023 Act, this FY2023 Grant Award Letter outlines initial grant award requirements and information needed from you to prepare your FY2023 CPF Grant Agreement for execution. The Grant Award Letter also provides an overview of the steps to execute your Grant Agreement. Further detail is provided within the FY2023 CPF Grant Guide.

This “Grant Award Letter,” is included in the “Grant Award Package” transmitted with the corresponding email. The Grant Award Package also includes:

- the “FY2023 Community Project Funding Grant Guide” (FY2023 CPF Grant Guide),
- your FY2023 Community Project Funding Grant Agreement “FY2023 CPF Grant

- Agreement,” and
- standard forms required to execute your Grant Agreement.

A brief overview of these documents is below:

- 1) **FY2023 CPF Grant Guide:** The FY2023 CPF Grant Guide provides instructions for completing the requested information and filling out the required administrative forms to initiate your FY2023 CPF Grant Agreement. The FY2023 CPF Grant Guide also provides information on the requirements that will govern these funds, as provided by the FY2023 Act, and the cross-cutting requirements that generally apply to all HUD awards as provided by HUD regulations and other applicable Federal regulations and statutes.

The FY2023 CPF Grant Guide provides guidance and instructions for access to your grant funds and fulfilling the reporting requirements for this award. The FY2023 CPF Grant Guide provides guidance for various grant administration-related actions including the Disaster Recovery Grants Reporting (DRGR) system for the financial management of these grant funds and periodic reporting of project status and accomplishments for this grant. Please refer to this document as it includes important information and forms for accessing DRGR, as well as other information concerning reporting requirements.

- 2) **FY2023 CPF Grant Agreement for this Award:** The FY2023 CPF Grant Agreement specifies the applicable statutory provisions, regulations, and administrative requirements for this award. Please read this FY2023 CPF Grant Agreement carefully, including its incorporated appendices, which contain additional mandatory award terms as well as information specific to your award, such as your organization’s indirect cost information. Please make sure all grantee information and award-specific information is entered completely and accurately before signing this Agreement. The grantee’s Authorized Representative, or legal signatory, must sign and date the FY2023 CPF Grant Agreement. Please retain a “copy” (either electronic and/or printed) of the signed and dated document for your records pending receipt of the countersigned copy from HUD. Please also note that to ensure the Project Narrative and Approved Budget (Appendices 1 and 2) reflect the project and budget as approved by HUD at the time of grant execution, Appendices 1 and 2 will be added by HUD on the date that HUD signs the FY2023 CPF Grant Agreement as stated in Article III, sections A and B of the FY2023 CPF Grant Agreement.

- 3) **Standard Forms and Required Materials:**

- a. Form HUD-1044, Assistance Award/Amendment Form (Attached)
- b. Standard Form–424 Application for Federal Assistance:
<https://www.hudexchange.info/resource/306/hud-form-sf424/>
- c. SF-424-B, Assurances for Non construction Programs, or SF-424-D, Assurances for Construction Programs: <https://www.grants.gov/forms/sf-424-family.html>
- d. SFLLL Disclosure of Lobbying Activities (as applicable):
<https://www.hudexchange.info/resource/308/hud-form-sflll/>
- e. SF-1199A - Direct Deposit Sign-Up Form:
<https://www.hud.gov/sites/documents/attachmentvisf-1199A.PDF>

Evidence of the American Bankers Association (ABA) number for your depository account, such as a VOIDED blank check, a deposit slip, or similar documentation. The SF1199A form is used to collect the information necessary to establish an account for the grantee in HUD's financial system. The form is to be completed by the grantee and grantee's financial institution.

Grant Award Process Overview

Below is a step-by-step walk-through of the process and necessary documents and forms to execute your FY2023 Grant Agreement. This process and the forms are also available in the FY2023 CPF Grant Guide, which can also be found on the program's webpage at: https://www.hud.gov/program_offices/comm_planning/edi-grants.

Grant Award Process

- 1) HUD will email a Grant Award Package including:
 - a. FY2023 Grant Award Letter (this letter)
 - b. FY2023 CPF Grant Guide
 - c. FY2023 CPF Grant Agreement
 - d. Links to Standard Forms (see list above in number 3)
- 2) Grantee should review the Grant Award Package documents and send HUD the following:
 - a. Signed and dated FY2023 CPF Grant Agreement
 - b. Completed Standard Forms
 - c. Detailed Project Narrative: The detailed project narrative should:
 - i. capture the maximum anticipated scope of the proposal, not just a single activity that the CPF grant is going toward; and
 - ii. include all contemplated actions that are part of the project.
 - d. Line-Item Project Budget: The line-item budget should:
 - i. capture the maximum anticipated scope of the proposal including the use of the FY23 CPF grant funds in context of the full project budget; and
 - ii. include all contemplated actions that are part of the project, not just a single activity that the CPF grant is going toward.
- 3) Grantee should initiate or complete a Federal environmental review: If the grantee has not yet done so, they should initiate an environmental review, as applicable.
- 4) HUD reviews returned Grant Award Package for completeness: Once HUD receives a completed grant award package, HUD will review the project narrative and budget, standard forms, grantee-signed and dated FY2023 CPF Grant Agreement.
 - a. If complete, HUD will execute the FY2023 CPF Grant Agreement.
 - b. If information is missing, HUD will work with grantee to finalize the Grant Award Package.
- 5) Payment Process: Once the Grant Agreement is executed by the Grantee and HUD, HUD will assist the grantee in getting set up in HUD's financial system. Once set up in HUD's financial system, grantees will submit payment requests.

To assist you with understanding the materials that you have received, HUD will host a series of webinars and "office hours" starting the week of March 6, 2023, to review the

requirements and support grantees through the grant award process and beyond. HUD will send reminder emails prior to each session with the registration link.

Overview of the FY2023 Act

CPF grants are subject to several Federal requirements. HUD will provide additional information and further clarification regarding applicable requirements and the grant award process in upcoming webinars and additional technical assistance. The most essential requirements include:

- **Administrative Requirements:** CPF grants are subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 CFR Part 200.
- **Environmental Review Requirements:** CPF grants, like all projects funded by HUD, are subject to requirements under the National Environmental Policy Act (NEPA), HUD's NEPA-implementing regulations at 24 CFR Part 50 or 24 CFR Part 58, and all appropriate federal environmental and historic preservation laws, regulations, and Executive Orders.
 - In keeping with the National Environmental Policy Act (NEPA) and HUD's NEPA-implementing regulations at 24 CFR Part 50 or 24 CFR Part 58, **environmental reviews must be completed, and a Request for Release of Funds and Certification must be approved by HUD, as applicable, for all projects prior to taking any 'choice limiting actions.'**¹
 - Environmental reviews must be completed before a grantee can undertake actions that prevent the grantee from taking an alternative action to minimize or avoid environmental harm, or that would have an adverse environmental impact ("choice limiting actions"). This step is required to avoid violations under 24 CFR 58.22 which provides limitations on activities pending clearance, and Section 110(k) of the National Historic Preservation Act which prohibits anticipatory demolition or significant harm of cultural and/or historic resources prior to completion of the historic preservation review process known as Section 106 review.
 - HUD defines the "Federal Nexus" for a program or project as the event that triggers the requirements for federal environmental review under a host of laws, regulations, and Executive Orders, including the prohibition on choice limiting actions.
- To be eligible, expenses must comply with applicable Federal requirements. This includes administrative requirements under 2 CFR Part 200, environmental laws, statutes and Executive Orders, and other "cross-cutting" federal requirements adhered to by HUD. In addition, environmental reviews are required for all HUD funded programs and project activities. This includes soft costs as well as hard costs.
- For FY2023 grants, the date of the FY 2023 Act's enactment (December 29, 2022) is the date of eligibility for reimbursement for hard and soft costs and the date of the federal nexus

¹ Choice limiting actions constitute work, such as entering construction contract agreements/commitments and earth-moving activities/clearing/grubbing as well as building renovation/upgrades, that can have an adverse impact on cultural and / or historical resources or the environment, or prevent the avoidance, minimization, or mitigation of those impacts. Examples of 'choice limiting actions' include, but are not limited to, purchasing land, entering into contracts for property acquisition or construction, or physical work on the project.

for compliance with all environmental laws. Therefore, reimbursable/eligible hard costs can be incurred after enactment once a full environmental review is completed.

- HUD conducted a nationwide environmental review to clear activities such as administrative, planning, and operations and maintenance costs (including costs to prepare an environmental review).
 - After execution of the FY2023 CPF Grant Agreement, these soft costs may be reimbursed if incurred after December 29, 2022, and the costs would otherwise meet the allowability criteria in 2 CFR 200.403.
 - Hard costs can be reimbursed if incurred after a full environmental review is completed and the costs would otherwise meet the allowability criteria in 2 CFR 200.403.

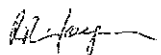
Further explanation and guidance on choice limiting actions and the environmental review process, including historic preservation review, is included within the FY2023 CPF Grant Guide and on the program's webpage.

All information required for your grant award should be submitted via email to the dedicated mailbox at CPFGrants@hud.gov. In transmitting your information, please copy and paste the bolded information as the subject line of your email: **<Grant Number>: <Grantee Name>: Submission of Required Grant Materials**.

If you, or your staff, have any questions regarding how to complete or submit the required documents or about your grant in general, please feel free to contact Lauren Thomas, in CGD at CPFGrants@hud.gov. Please note while your grant officer may change over time, we have a team approach to managing your project. Lauren Thomas is the primary point of contact at HUD for this award and will be available to assist you. Include your grant number and grant name in all email correspondence.

We look forward to working with you on this important project!

Sincerely,



Robin J. Keegan
Deputy Assistant Secretary
Economic Development

ATTACHMENTS:
FY2023 Community Project Funding Grant Guide (Version 1)
FY2023 CPF Grant Agreement
Form HUD-1044 – Assistance Award/Amendment Form

**FY 2023 COMMUNITY PROJECT FUNDING
GRANT AGREEMENT NO. B-23-CP-FL-0378**

Grantee Name: Town of Eatonville, Florida
Grantee Address: 307 E. Kennedy Blvd. Eatonville, FL 32751
Grantee's Unique Entity Identifier (UEI):
Grantee's Employer Identification Number (EIN)
Federal Award Identification Number (FAIN) B-23-CP-FL-0378
Assistance Listing Number and Name 14.251 Economic Development Initiative,
 Community Project Funding, and Miscellaneous Grants
Period of Performance/Budget Period Start Date Date of grant obligation
Period of Performance/Budget Period End Date August 31, 2031

This Grant Agreement between the Department of Housing and Urban Development (HUD) and Town of Eatonville, Florida (the Grantee) is made pursuant to the authority of the Consolidated Appropriations Act, 2023 (Public Law 117-328) and the Explanatory Statement for Division L of that Act, which was printed in the Senate section of the Congressional Record on December 20, 2022 (Explanatory Statement).

In reliance upon and in consideration of the mutual representations and obligations under this Grant Agreement, HUD and the Grantee agree as follows:

ARTICLE I. Definitions

The definitions at 2 CFR 200.1 apply to this Grant Agreement, except where this Grant Agreement specifically states otherwise.

Budget period is defined in 2 CFR 200.1 and begins and ends on the dates specified above for the Period of Performance/Budget Period Start Date and Period of Performance/Budget Period End Date.

Period of Performance is defined in 2 CFR 200.1 and begins and ends on the dates specified above for the Period of Performance/Budget Period Start Date and Period of Performance/Budget Period End Date.

ARTICLE II. Total Grant Amount

Subject to the provisions of the Grant Agreement, HUD will make grant funds in the amount of \$2,000,000 available to the Grantee.

ARTICLE III. Award-Specific Requirements

A. Federal Award Description. The Grantee must use the Federal funds provided under this Grant Agreement (Grant Funds) to carry out the Grantee's "Project." Unless changed in accordance with Article III, section C of this Grant Agreement, the Grantee's Project shall be as described in the Project Narrative that is approved by HUD as of the date that HUD signs this Grant Agreement. For reference, HUD will attach this approved Project Narrative as Appendix 1 to the Grant Agreement on the date that HUD signs this Grant Agreement.

**FY 2023 COMMUNITY PROJECT FUNDING
GRANT AGREEMENT NO. B-23-CP-FL-0378**

B. **Approved Budget.** The Grantee must use the Grant Funds as provided by the Approved Budget. Unless changed in accordance with Article III, section C of this Grant Agreement, the Approved Budget shall be the line-item budget that is approved by HUD as of the date that HUD signs this Grant Agreement. For reference, HUD will attach this approved line-item budget as Appendix 2 to this Grant Agreement on the date that HUD signs this Grant Agreement.

C. **Project and Budget Changes.** All changes to the Grantee's Project or Approved Budget must be made in accordance with 2 CFR 200.308 and this Grant Agreement. To request HUD's approval for a change in the Project or Approved Budget, the Grantee must submit a formal letter to the Director of HUD's Office of Economic Development - Congressional Grants Division through the assigned Grant Officer. The letter must be submitted by email to the assigned Grant Officer and must provide justification for the change. The email submitting the letter must also include a revised project narrative or revised line-item budget, as applicable, that includes the requested change. The Grantee is prohibited from making project or budget changes that would conflict with the Applicable Appropriations Act Conditions described in Article III, section D of this Grant Agreement. The assigned Grant Officer for this grant is provided in the Award Letter for this grant and found on HUD's website. The HUD Office of Economic Development - Congressional Grants Division will notify the Grantee in writing, by email, whether HUD approves or disapproves the change. Before the Grantee expends Grant Funds in accordance with any change approved by HUD or otherwise allowed by 2 CFR 200.308, the Grantee must update its grant information in Disaster Recovery Grant Reporting (DRGR) to reflect that change.

D. **Applicable Appropriations Act Conditions.** The conditions that apply to the Grant Funds as provided by the Consolidated Appropriations Act, 2023 and the Explanatory Statement are hereby incorporated and made part of this Grant Agreement. In the event of a conflict between those conditions, the conditions provided by the Act will govern. The Grant Funds are not subject to the Community Development Block Grants regulations at 24 CFR part 570 or Title I of the Housing and Community Development Act of 1974.

E. In accordance with 2 CFR 200.307(b), costs incidental to the generation of program income may be deducted from gross income to determine program income, provided these costs have not been charged to the grant. As authorized under 2 CFR 200.307(e)(2), program income may be treated as an addition to the Federal award, provided that the Grantee uses that income for allowable costs under this Grant Agreement. In accordance with 2 CFR 200.307(b), costs incidental to the generation of program income may be deducted from gross income to determine program income, provided these costs have not been charged to the grant. Any program income that cannot be expended on allowable costs under this Grant Agreement must be paid to HUD before closeout of the grant, unless otherwise specified by an applicable Federal statute.

FY 2023 COMMUNITY PROJECT FUNDING
GRANT AGREEMENT NO. B-23-CP-FL-0378

F. The Grantee must use the Grant Funds only for costs (including indirect costs) that meet the applicable requirements in 2 CFR part 200 (including appendices). The Grantee's indirect cost rate information is as provided in Appendix 3 to this Grant Agreement. Unless the Grantee is an Institution of Higher Education, the Grantee must immediately notify HUD upon any change in the Grantee's indirect cost rate during the Period of Performance, so that HUD can amend the Grant Agreement to reflect the change if necessary. Consistent with 2 CFR Part 200, Appendix III (C.7), if the Grantee is an Institution of Higher Education and has a negotiated rate in effect on the date this Grant Agreement is signed by HUD, the Grantee may use only that rate for its indirect costs during the Period of Performance.

G. The Grantee must comply with any specific award conditions that HUD may attach to this Grant Agreement as provided by 2 CFR 200.208. If applicable, these conditions will be listed or added as Appendix 5 to this Grant Agreement.

H. The Grantee is responsible for managing the Project and ensuring the proper use of the Grant Funds. The Grantee is also responsible for ensuring the completion of the Project, the grant closeout, and compliance with all applicable federal requirements. The Grantee may subaward all or a portion of its funds to one or more subrecipients, as identified in the Project Narrative (Appendix 1) or as may be approved by HUD in accordance with 2 CFR 200.308. All subawards made with funding under this Grant Agreement are subject to the subaward requirements under 2 CFR Part 200, including 2 CFR 200.332, and other requirements provided by this Grant Agreement. The Grantee is responsible for ensuring each subrecipient complies with all requirements under this Grant Agreement, including the general federal requirements in Article IV. A subaward may be made to a for-profit entity only if HUD expressly approves that subaward and the for-profit entity is made subject to the same Federal requirements that apply to all other subrecipients, including the requirements 2 CFR part 200 provides for a "non-Federal entity" that receives a subaward.

ARTICLE IV. General Federal Requirements

A. If the Grantee is a unit of general local government, a State, an Indian Tribe, or an Alaskan Native Village, the Grantee is the Responsible Entity (as defined in 24 CFR part 58) and agrees to assume all of the responsibilities for environmental review and decision-making and action, as specified and required in regulations issued by the Secretary pursuant to section 305(c) of the Multifamily Housing Property Disposition Reform Act of 1994 and published in 24 CFR Part 58.

B. If the Grantee is a housing authority, redevelopment agency, academic institution, hospital or other non-profit organization, the Grantee shall request the unit of general local government, Indian Tribe or Alaskan Native Village, within which the Project is located and which exercises land use responsibility, to act as Responsible Entity and assume all of the responsibilities for environmental review and decision-making and action as specified in paragraph A above, and the Grantee shall carry out all of the responsibilities of a grantee under 24 CFR Part 58.

**FY 2023 COMMUNITY PROJECT FUNDING
GRANT AGREEMENT NO. B-23-CP-FL-0378**

C. After December 29, 2022, neither the Grantee nor any of its contractors, subrecipients and other funding and development partners may undertake, or commit or expend Grant Funds or local funds for, project activities (other than for planning, management, development and administration activities), unless a contract requiring those activities was already executed on or before December 29, 2022, until one of the following occurs: (i) the Responsible Entity has completed the environmental review procedures required by 24 CFR part 58, and HUD has approved the environmental certification and given a release of funds; (ii) the Responsible Entity has determined and documented in its environmental review record that the activities are exempt under 24 CFR 58.34 or are categorically excluded and not subject to compliance with environmental laws under 24 CFR 58.35(b); or (iii) HUD has performed an environmental review under 24 CFR part 50 and has notified Grantee in writing of environmental approval of the activities.

D. Following completion of the environmental review process, the Grantee (recipient) shall exercise oversight, monitoring, and enforcement as necessary to assure that decisions and mitigation measures adopted through the environmental review process are carried out during project development and implementation.

E. The Grantee must comply with the generally applicable HUD and CPD requirements in 24 CFR Part 5, subpart A, including all applicable fair housing, and civil rights requirements. If the Grantee is a Tribe or a Tribally Designated Housing Entity (TDHE) as established under 24 CFR 1000.206, the Grantee must comply with the nondiscrimination requirements in 24 CFR 1000.12 in lieu of the nondiscrimination requirements in 24 CFR 5.105(a). The Grantee must report data on the race, color, religion, sex, national origin, age, disability, and family characteristics of persons and households who are applicants for, participants in, or beneficiaries or potential beneficiaries of the Grantee's Project, consistent with the instructions and forms provided by HUD in order to carry out its responsibilities under the Fair Housing Act, Executive Order 11063, Title VI of the Civil Rights Act of 1964, and Section 562 of the Housing and Community Development Act of 1987 (e.g. HUD-27061).

F. The Grantee must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 CFR part 200, as may be amended from time to time. If 2 CFR part 200 is amended to replace or renumber sections of part 200 that are cited specifically in this Grant Agreement, the part 200 requirements as renumbered or replaced by the amendments will govern the obligations of HUD and the Grantee after those amendments become effective.

G. The Grantee must comply with the Award Term in Appendix A to 2 CFR Part 25 ("System for Award Management and Universal Identifier Requirements") and the Award Term in Appendix A to 2 CFR Part 170 ("Reporting Subawards and Executive Compensation"), which are hereby incorporated into and made part of this Grant Agreement.

H. If the Total Grant Amount, as provided in Article II of this Grant Agreement, is greater than \$500,000, the Grantee must comply with the Award Term and Condition for Grantee Integrity and Performance Matters in Appendix 4 to this Grant Agreement.

FY 2023 COMMUNITY PROJECT F
GRANT AGREEMENT NO. B-23-CP-FL-0378

I. Unless the Grantee is exempt from the Byrd Amendment as explained below, the Grantee must comply with the provisions of Section 319 of Public Law 101-121, 31 U.S.C. 1352, (the Byrd Amendment) and 24 CFR Part 87, which prohibit recipients of Federal contracts, grants, or loans from using appropriated funds for lobbying the executive or legislative branches of the Federal Government in connection with a specific contract, grant, loan, or cooperative agreement. The Grantee must include in its award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements), the requirements for the certification required by Appendix A to 24 CFR Part 87 and for disclosure using Standard Form- LLL (SF-LLL), "Disclosure of Lobbying Activities." In addition, the Grantee must obtain the executed certification required by Appendix A and an SF-LLL from all covered persons. "Person" is as defined by 24 CFR Part 87. Federally recognized Indian tribes and TDHEs established by Federally recognized Indian tribes as a result of the exercise of the tribe's sovereign power are excluded from coverage of the Byrd Amendment. State-recognized Indian tribes and TDHEs established only under state law must comply with this requirement.

J. The Grantee must comply with drug-free workplace requirements in Subpart B of 2 CFR Part 2429, which adopts the governmentwide implementation (2 CFR Part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988, Pub. L. 100-690, Title V, Subtitle D (41 U.S.C. 701-707).

K. The Grantee must comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) as implemented by regulations at 49 CFR Part 24. The URA applies to acquisitions of real property and relocation occurring as a direct result of the acquisition, rehabilitation, or demolition of real property for Federal or Federally funded programs or projects. Real property acquisition that receives Federal financial assistance for a program or project, as defined in 49 CFR 24.2, must comply with the acquisition requirements contained in 49 CFR part 24, subpart B. Unless otherwise specified in law, the relocation requirements of the URA and its implementing regulations at 49 CFR part 24, cover any displaced person who moves from real property or moves personal property from real property as a direct result of acquisition, rehabilitation, or demolition for a program or project receiving HUD financial assistance

L. If Grant Funds are used for purchase, lease, support services, operation, or work that may disturb painted surfaces, of pre-1978 housing, you must comply with the lead-based paint evaluation and hazard reduction requirements of HUD's lead- based paint rules (Lead Disclosure; and Lead Safe Housing (24 CFR part 35)), and EPA's lead- based paint rules (e.g., Repair, Renovation and Painting; Pre-Renovation Education; and Lead Training and Certification (40 CFR part 745)).

M. The Grantee must comply with Section 3 of the Housing and Urban Development Act of 1968 (Section 3), 12 U.S.C. 1701u, and HUD's regulations at 24 CFR part 75, as applicable, including the reporting requirements in 24 CFR 75.25. Grants made to Tribes and TDHEs are subject to Indian Preference requirements in Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)). As stated in 24 CFR 75.3(c), grants to Tribes and TDHEs are subject to Indian Preference requirements in lieu of Section 3. Grantees that are not exempt from Section 3 must submit annual reports of Section 3

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accomplishment Performance Measures in DRGR in January of the calendar year. This report reflects Section 3 accomplishments for the previous calendar year.

N. The Grantee must not use any Grant Funds to support any Federal, state, or local project that seeks to use the power of eminent domain, unless eminent domain is employed only for a public use. Public use includes use of funds for mass transit, railroad, airport, seaport, or highway projects, and utility projects which benefit or serve the general public (including energy-related, communication-related, water-related, and waste water-related infrastructure), other structures designated for use by the general public or with other common-carrier or public-utility functions that serve the general public and are subject to regulation and oversight by the government, and projects for the removal of an immediate threat to public health and safety or brownfields, as defined in the Small Business Liability Relief and Brownfields Revitalization Act (Pub. L. 107-118). Public use does not include economic development that primarily benefits private entities.

O. The Grantee must not use any Grant Funds to maintain or establish a computer network that does not block the viewing, downloading, and exchanging of pornography. This requirement does not limit the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

P. The Grantee must administer its Grant Funds in accordance with the Conflict of Interest requirements set forth in Appendix 6 of this Grant Agreement.

Q. The Grantee must comply with the governmentwide debarment and suspension requirements in 2 CFR part 180 as incorporated and supplemented by HUD's regulations at 2 CFR part 2424.

R. The Grantee must comply with the award term and condition regarding trafficking in persons in Appendix 7 of this Grant Agreement.

S. The assurances and certifications the Grantee has made and submitted to HUD are incorporated by this reference and made part of this Grant Agreement.

ARTICLE V. Drawdown Requirements

A. The Grantee may not draw down Grant Funds until HUD has received and approved any certifications and disclosures required by 24 CFR 87.100 concerning lobbying, if applicable.

B. The Grantee must use HUD's Disaster Recovery Grant Reporting (DRGR) system to draw down Grant Funds and report to HUD on activities.

C. The Grantee must enter activity and budget information in DRGR that is consistent with the Grantee's Project and Approved Budget as described in Article III, sections A and B of this Grant Agreement and complies with HUD's instructions for entering information in DRGR found in the document titled "Grant Award Instructions" that accompanies the Grant Agreement.

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D. The Grantee must only enter activities in DRGR that are described in the Approved Budget.

E. The Grantee must expend all Grant Funds in accordance with the activity and budget information in DRGR.

F. Each drawdown of Grant Funds constitutes a representation by the Grantee that the funds will be used in accordance with this Grant Agreement.

G. The Grantee must use DRGR to track the use of program income and must report the receipt and use of program income in the reports the Grantee submits to HUD under Article VI of this Grant Agreement. The Grantee must expend program income before drawing down Grant Funds through DRGR.

H. Notwithstanding any other provision of this grant agreement, HUD will not be responsible for payment of any Grant Funds after the date Treasury closes the account in accordance with 31 U.S.C. § 1552. Because Treasury may close the account up to one week before the September 30 date specified by 31 U.S.C. § 1552, the Grantee is advised to make its final request for payment under the grant no later than September 15, 2031.

ARTICLE VI. Program-Specific Reporting Requirements

In addition to the general reporting requirements that apply under other provisions of this Agreement, the following program-specific reporting requirements apply to the Grantee:

A. The Grantee must submit a performance report in DRGR on a semi-annual basis and must include a completed Federal financial report as an attachment to each performance report in DRGR. Performance reports shall consist of a narrative of work accomplished during the reporting period. During the Period of Performance, the Grantee must submit these reports in DRGR no later than 30 calendar days after the end of the 6-month reporting period. The first of these reporting periods begins on the first of January or June (whichever occurs first) after the date this Grant Agreement is signed by HUD.

B. The performance report must contain the information required for reporting program performance under 2 CFR 200.329(c)(2) and (d), including a comparison of actual accomplishments to the objectives of the Project as described in Article III, section A of this Grant Agreement, the reasons why established goals were not met, if appropriate, and additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

C. Financial reports must be submitted using DRGR or such future collections HUD may require and as approved by OMB and listed on the Grants.gov website (<https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html>).

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D. The performance and financial reports will undergo review and approval by HUD. If a report submission is insufficient, HUD will reject the report in DRGR and identify the corrections the Grantee must make.

E. No drawdown of funds will be allowed through DRGR while the Grantee has an overdue performance or financial report.

F. The Grantee must report and account for all property acquired or improved with Grant Funds as provided by 2 CFR part 200 using the applicable common forms approved by OMB and provided on the Grants.gov website (<https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html>). This reporting obligation includes submitting status reports on real property at least annually as provided by 2 CFR 200.330, accounting for real and personal property acquired or improved with Grant Funds as part of Project Closeout, and promptly submitting requests for disposition instructions as provided by 2 CFR 200.311(c), 200.313(e), and 200.314(a).

ARTICLE VII. Project Closeout

A. The grant will be closed out in accordance with 2 CFR part 200, as may be amended from time to time, except as otherwise specified in this Grant Agreement.

B. The Grantee must submit to HUD a written request to closeout the grant no later than 30 calendar days after the Grantee has drawn down all Grant Funds and completed the Project as described in Article III, section A of this Grant Agreement. HUD will then send the Closeout Agreement and Closeout Certification to the Grantee.

C. At HUD's option, the Grantee may delay initiation of project closeout until the resolution of any findings as a result of the review of semi-annual activity reports in DRGR. If HUD exercises this option, the Grantee must promptly resolve the findings.

D. The Grantee recognizes that the closeout process may entail a review by HUD to determine compliance with the Grant Agreement by the Grantee and all participating parties. The Grantee agrees to cooperate with any HUD review, including reasonable requests for on-site inspection of property acquired or improved with Grant Funds.

E. No later than 120 calendar days after the Period of Performance, Grantees shall provide to HUD the following documentation:

1. A Certification of Project Completion.
2. A Grant Closeout Agreement.
3. A final financial report giving the amount and types of project costs charged to the grant (that meet the allowability and allocability

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requirements of 2 CFR part 200, subpart E); a certification of the costs; and the amounts and sources of other project funds.

4. A final performance report providing a comparison of actual accomplishments with the objectives of the Project, the reasons for slippage if established objectives were not met and additional pertinent information including explanation of significant cost overruns.
5. A final property report, if specifically requested by HUD at the time of closeout.

ARTICLE VIII. Default

A default under this Grant Agreement shall consist of any use of Grant Funds for a purpose other than as authorized by this Grant Agreement, any noncompliance with statutory, regulatory, or other requirements applicable to the Grant Funds, any other material breach of this Grant Agreement, or any material misrepresentation in the Grantee's submissions to HUD in anticipation of this award. If the Grantee fails to comply with the terms and conditions of the Grant Agreement, HUD may adjust specific conditions of this Grant Agreement as described in 2 CFR part 200, as may be amended from time to time. If HUD determines that noncompliance cannot be remedied by imposing additional conditions, HUD may take one or more of the remedies for noncompliance described in 2 CFR part 200, as may be amended from time to time. HUD may also terminate all or a part of this award as provided by 2 CFR 200.340 and other applicable provisions of 2 CFR part 200, as may be amended from time to time. Nothing in this Grant Agreement shall be construed as creating or justifying any claim against the Federal government or the Grantee by any third party.

ARTICLE IX. HUD Contact Information

Except where this Grant Agreement specifically states otherwise, all requests, submissions, and reports the Grantee is required to make to HUD under this Grant Agreement must be made in writing via email to CPFGGrants@hud.gov.

This agreement is hereby executed on behalf of the Grantee and HUD as follows:

GRANTEE

(Name of Organization)

BY: _____
(Signature of Authorized Official)

(Typed Name and Title of Authorized Official)

(Date)

HUD

BY: _____
Robin J. Keegan,
Deputy Assistant Secretary for Economic Development

(Date)

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APPENDIX 1 – Project Narrative

APPENDIX 2 – Approved Budget

APPENDIX 3 – Grantee's Indirect Cost Rate Information

Subject to the applicable requirements in 2 CFR part 200 (including its appendices), the Grantee will use an indirect cost rate as represented by the Grantee below:

- ☐ The Grantee will not use an indirect cost rate to charge its indirect costs to the grant.
- ☐ The Grantee will use the indirect cost rate(s) identified in the table below to charge its indirect costs to the grant.

Agency/Dept./Major Function	Indirect cost rate	Direct Cost Base
_____	_____ %	_____
_____	_____ %	_____

[PLEASE NOTE: The grantee must check one of the two boxes above. If the second box is checked, the corresponding table must be filled out as described below.]

The table must include each indirect cost rate that will be used to calculate the Grantee's indirect costs under the grant. The table must also specify the type of direct cost base to which each included rate applies (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rate information for subrecipients.

For government entities, enter each agency or department 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), and the type of direct cost base to which the rate will be applied.

For nonprofit organizations that use the Simplified Allocation Method for indirect costs or elects to use the de minimis rate of 10% of Modified Total Direct Costs in accordance with 2 CFR 200.414, enter the applicable indirect cost rate and type of direct cost base in the first row of the table.

For nonprofit organizations that use 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.]

APPENDIX 4 –**Award Term and Condition for Grantee Integrity and Performance Matters****Reporting of Matters Related to Grantee Integrity and Performance***1. General Reporting Requirement*

If the total value of the Grantee's 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 during that period of time the Grantee 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 (FAPIIS)) 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 Grantee Must Report

During any period of time when the Grantee is subject to the requirement in paragraph 1 of this award term and condition, the Grantee must 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 the Grantee's 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 the Grantee's 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

During any period of time when the Grantee is subject to the requirement in paragraph 1 of this award term and condition, the Grantee must 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. The Grantee does not need to submit the information a second time under assistance awards that the Grantee received if the Grantee already provided the information through SAM because the Grantee was required to do so under Federal procurement contracts that the Grantee was awarded.

4. Reporting Frequency

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

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

APPENDIX 5 – Specific Award Conditions
NONE.

APPENDIX 6 -- Conflict of Interest Requirements

1. *Conflicts Subject to Procurement Regulations.* When procuring property or services, the grantee and its subrecipients shall comply with the applicable conflict-of-interest rules in 2 CFR 200.317 and 2 CFR 200.318(c). In all cases not governed by 2 CFR 200.317 and 2 CFR 200.318(c), the Grantee and its subrecipients must follow the requirements contained in paragraphs 2-5 below.
2. *General prohibition.* No person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee or subrecipient and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have a financial interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has immediate family or business ties, during his or her tenure or for one year thereafter. Immediate family ties include (whether by blood, marriage or adoption) the spouse, parent (including a stepparent), child (including a stepchild), sibling (including a stepsibling), grandparent, grandchild, and in-laws of a covered person.
3. *Exceptions.* HUD may grant an exception to the general prohibition in paragraph (ii) upon the Grantee's written request and satisfaction of the threshold requirements in paragraph (iv), if HUD determines the exception will further the Federal purpose of the award and the effective and efficient administration of the Grantee's Project, taking into account the cumulative effects of the factors in paragraph (v).
4. *Threshold requirements for exceptions.* HUD will consider an exception only after the Grantee has provided the following documentation:
 - a. A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how that disclosure was made; and
 - b. An opinion of the Grantee's attorney that the interest for which the exception is sought would not violate state or local law.
5. *Factors to be considered for exceptions.* In determining whether to grant a requested exception after the Grantee has satisfactorily met the threshold requirements in paragraph (iii), HUD will consider the cumulative effect of the following factors, where applicable:
 - a. Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project that would otherwise not be available;
 - b. Whether an opportunity was provided for open competitive bidding or negotiation;
 - c. Whether the person affected is a member of a group or class of low- or moderate-income persons intended to be the beneficiaries of the assisted activity, and the exception

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will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;

d. Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision-making process regarding the assisted activity in question;

e. Whether the interest or benefit was present before the affected person was in a position as described in paragraph (ii);

f. Whether undue hardship will result either to the Grantee or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and

g. Any other relevant considerations.

6. *Disclosure of potential conflicts of interest.* The Grantee must disclose in writing to HUD any potential conflict of interest.

APPENDIX 7 – Award Term and Condition Regarding Trafficking in Persons

The following award term and condition, which is required by 2 CFR part 175, applies as written:

a. Provisions applicable to a grantee that is a private entity.

1. You as the grantee, your employees, subrecipients under this award, and subrecipients' employees may not—

- i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- ii. Procure a commercial sex act during the period of time that the award is in effect; or
- iii. Use forced labor in the performance of the award or subawards under the award.

2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity:

- i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
- ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—

A. Associated with performance under this award; or

B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by HUD at 2 CFR 2424.

b. Provision applicable to a grantee other than a private entity.

We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

- 1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
- 2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either:

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- i. Associated with performance under this award; or
- ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by HUD at 2 CFR 2424.

c. Provisions applicable to any grantee.

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

d. Definitions. For purposes of this award term:

1. "Employee" means either:
 - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

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3. "Private entity":

i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

ii. Includes:

A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

B. A for-profit organization.

4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).



**FY2023
ECONOMIC DEVELOPMENT INITIATIVE
COMMUNITY PROJECT FUNDING**

GRANT GUIDE

(In accordance with the
Consolidated Appropriations Act, 2023, P.L. 117-328)

VERSION 1.0

February 28, 2023

**U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Office of the DAS for Economic Development
Office of Economic Development
Congressional Grants Division
Washington, DC 20410**

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SECTION 1: BACKGROUND AND PURPOSE

The Consolidated Appropriations Act, 2023 (FY2023 Act) contains \$2,982,285,641 in Economic Development Initiative funding for the purpose of making Community Project Funding/Congressionally-directed grants. These Fiscal Year 2023 Community Project Funding (CPF) grants will be administered by the Congressional Grants Division of the U.S. Department of Housing and Urban Development (HUD).

This “FY2023 Economic Development Initiative Community Project Funding Grant Guide” (FY2023 CPF Grant Guide) provides information for Congressionally-designated recipients that have yet to execute their Grant Agreements with HUD (“prospective grantees”) on the requirements that govern these funds, as provided by the FY2023 Act, and the cross-cutting requirements that generally apply to all HUD awards as provided by HUD regulations and other applicable Federal regulations and statutes.

This FY2023 CPF Grant Guide also provides instructions for how to complete the requested information and fill out the required forms to execute your grant agreement. Initial instructions for establishing your grant in HUD’s payment and reporting system, the Disaster Recovery Grant Reporting (DRGR) system are also included.

This FY2023 CPF Grant Guide applies only to FY2023 CPF grants. A separate FY2022 CPF Grant Guide: Version 2 provides guidance and instructions for Congressionally-directed grants funded under the Consolidated Appropriations Act, 2022 (the FY2022 Act).

This FY2023 Grant Guide includes:

- **Section 1 / Background and Purpose:** Provides the background and the purpose of this guide.
- **Section 2 / Grant Award Process and Instructions:** Walks prospective grantees through the FY2023 CPF Grant Award Process and gives instructions for executing the Grant Agreement and steps to request payment.
- **Section 3 / Federal Requirements:** Details the Federal regulations that apply to these grant funds.
- **Section 4 / Contact Information for Grant Officers and Regional Environmental Officers:** Gives contact information for the program Grant Officers and the environmental review specialists to support grantees through the grant life cycle.
- **Section 5 / Attachments:** Provides attachments including documents required in the Grant Award process.

HUD will use the process outlined in this FY2023 CPF Grant Guide to make FY2023 CPF grants as directed by Congress in the FY2023 Act and the accompanying joint explanatory statement (JES), which was printed in the Senate section of the Congressional Record on December 20, 2022 ([CREC-2022-12-20-pt3-PgS9325-2.pdf \(congress.gov\)](#)). Subject to the applicable provisos in the FY2023 Act, HUD is required to award these grants in accordance with the specific “recipient,” “project,” and “amount” information provided in the “Community Project Funding/Congressionally Directed Spending” table on pages S9406 through S9557 of the Congressional Record for December 20, 2022.

SECTION 2: GRANT AWARD PROCESS AND INSTRUCTIONS

2.1 Grant Award Process

The first step of the Grant Award Process is to execute the Grant Agreement so that grantees can begin to request payment of eligible expenses. The second step is to initiate and complete the environmental review process. The environmental review requirements are detailed in Section 3.3.

Prospective grantees should prioritize securing an executed Grant Agreement. Once an executed Grant Agreement is in place and grantees have set up the grant in HUD's payment and reporting system, HUD can make payments of eligible expenses.

At a high level, the grant award process is as follows:

1. HUD sends the Grant Award Package including the Grant Agreement, Grant Letter, this Grant Guide to prospective grantees with the request that the required materials are returned to HUD. Required materials include project narrative, project budget, and required standard forms.
2. Prospective grantees submit required materials along with a Grant Agreement signed by the Authorized Representative who has legal authority to sign on behalf of your organization.
3. HUD reviews materials and Grant Agreement for completeness. This includes a review to ensure that the project narrative and budget are in keeping with the purpose and intent of Congress.
4. If materials are complete, HUD executes the Grant Agreement and sends back to grantee.
5. HUD then sets up the grantee in the DRGR financial and reporting system.
6. Grantees are also directed to initiate or complete their environmental review, as applicable.

As a note, CPF grants, like all awards funded by HUD, are subject to requirements under the National Environmental Policy Act (NEPA), HUD's NEPA-implementing regulations at 24 CFR Part 50 or 24 CFR Part 58, and all appropriate federal environmental and historic preservation laws, regulations, and Executive Orders. Simply put, all projects **must** have a completed environmental review (and, where applicable, an approved Request for Release of Funds/Certification, as explained in Section 3.3 below) prior to committing Federal or non-Federal funds for choice-limiting actions or undertaking such actions on the project. Further explanation of HUD's NEPA requirements are detailed in Section 3.

Instructions for submitting your FY2023 CPF grant materials and requesting payment are below. A checklist of the grant award process is provided in Section X: Attachments.

If you have questions concerning the process, please contact the Department's Office of Economic Development – Congressional Grants Division at CPFGrants@hud.gov or the Grant Officer representing your State listed in Section 4 of this guide.

GRANT AWARD PROCESS	
HUD sends Grant Award Packet to PROSPECTIVE GRANTEE	<p>FY2023 CPF Grant Award Packet includes:</p> <ul style="list-style-type: none"> • FY2023 CPF Grant Award Letter • FY2023 CPF Grant Guide • FY2023 CPF Grant Agreement, • and Standard Forms <p>Standard Forms:</p> <ul style="list-style-type: none"> • Form HUD-1044 (Also attached to your Grant Award Letter) https://www.hud.gov/sites/documents/1044.pdf • SF-424, Standard Form, Application for Federal Assistance SF-424 https://www.hudexchange.info/resource/306/hud-form-sf424/ Form: https://apply07.grants.gov/apply/forms/sample/SF424_4_0-V4.0.pdf Instructions: https://apply07.grants.gov/apply/forms/instructions/SF424_4_0-V4.0-Instructions.pdf • SF-424B, Standard Form 424B, Assurances - Non-Construction Programs https://www.grants.gov/forms/sf-424-family.html Form: https://apply07.grants.gov/apply/forms/sample/SF424B-V1.1.pdf Instructions: https://apply07.grants.gov/apply/forms/instructions/SF424B-V1.1-Instructions.pdf • SF-424D, Standard Form 424D, Assurances for Construction Programs https://www.grants.gov/forms/sf-424-family.html Form: https://apply07.grants.gov/apply/forms/sample/SF424D-V1.1.pdf Instructions: https://apply07.grants.gov/apply/forms/instructions/SF424D-V1.1-Instructions.pdf • SF-LLL Disclosure of Lobbying Activities https://www.hudexchange.info/resource/308/hud-form-sfill/ • SF 1199A Direct Deposit Sign Up Form (Also see Attachment 3) https://www.hud.gov/sites/documents/DOC_8841.PDF
PROSPECTIVE GRANTEE completes the documents and sends to HUD	<p>Each prospective grantee is asked to transmit the Grant Agreement, signed and dated by the Authorized Representative, with the following materials:</p> <ol style="list-style-type: none"> 1. Project Narrative 2. Project Budget 3. Completed Standard Forms <p><i>Please note:</i> The information identifying the "Applicant," "Grantee," or "Recipient" on each document transmitted to HUD must correspond to the "Recipient" specified in the table on pages S9406 through S9557 of the JES at (CREC-2022-12-20-pt3-PgS9325-2.pdf (congress.gov)).</p>

Registration Required	<p>All entities doing business with the federal government must register in SAM.gov (SAM) and use a Unique Entity ID created in SAM.gov. The Unique Entity ID replaced the DUNS number, which was phased out in April of 2022. More information on this requirement is below in the Federal Requirements section in Section 3.</p> <p>The Unique Entity ID needs to be established in SAM <u>before</u> you complete and transmit your SF-424 and the Grant Agreement to HUD, because the Unique Entity ID must be included in both those documents.</p>
WHERE to Submit Required Information	<p>You must submit the materials identified above to the CPFGGrants@hud.gov mailbox with a "cc" to the Grant Officer dedicated to your State as listed in Section 4.</p> <p>Your email subject line must include, in this order: Grant Number: Grantee Name: Submission of Required Grant Award Materials</p> <p>For example: B-23-CP-XX-####: Town of Anywhere: Submission of Required Grant Award Materials</p>
HOW to Submit Required Information	<p>All materials must be submitted electronically.</p> <p>Materials can be prepared using software compatible with Microsoft Word or Excel, or as a PDF document.</p> <p>It may be easier to print the forms to sign them. However, if you choose to complete and sign a hard copy of the forms, you must then scan them and submit them electronically.</p>
WHEN to Submit	<p>HUD strongly recommends that you submit these materials as soon as possible. Please contact your Grant Officer (listed in Section 4) for assistance with accessing or completing the forms.</p>
Requesting Payment of Grant Funds	<p>After the grant agreement has been signed by the Grantee and HUD, HUD will return the executed grant agreement to the Grantee along with "Grant Award Instructions." The instructions will include steps for setting up the grant in DRGR. DRGR is a web-based system used to automate the management of program requirements and voucher payments issued by HUD. This system will enable you to process requests for payment of CPF grant funds and to submit periodic reports on the use of those funds.</p> <p>Once your grant is set up in DRGR (including entry of budget information consistent with the approved budget attached to your executed grant agreement), you may begin making payment requests in accordance with your</p>

	<p>approved budget. However, to receive payments for hard costs, you will also need to have completed a project-specific environmental review.</p> <p>Additional information and tutorials on DRGR are available on HUD Exchange here: https://www.hudexchange.info/programs/drgr/.</p> <p>As a reminder, payment of soft costs can be made once your Grant Agreement is executed by HUD; payment of project hard costs can only be made after your Grant Agreement is executed by HUD AND a project-specific environmental review is completed.</p>
Support	<p>Grant Officers are assigned by State and are listed in Section 4 of this Guide. Your Grant Officer can assist you in the completion of the required documents and in responding to questions you may have regarding the materials that you are required to submit.</p> <p>Regional Environmental Officers provide Technical Assistance to grantees on the environmental review process and coordinate Part 50 Concept Meetings to determine level of environmental review, consultation needs, and a timeline and</p> <p>Requests for Technical Assistance regarding the environmental review process should be sent to the HUD Regional Environmental Officer for your jurisdiction provided in Section 4.</p> <p>CPD Field Office staff can be found here: https://www.hud.gov/program_offices/comm_planning/staff#MA</p>

2.2 Detailed Instructions

A project narrative, line-item budget, and indirect cost rate information as described below are necessary to make sure your grant agreement contains the minimum information required by 2 CFR 200.211.

As defined by 2 CFR 200.1, “budget” means the financial plan for the Federal award that the Federal awarding agency or pass-through entity approves during the Federal award process or in subsequent amendments to the Federal award.

Please remember, your project narrative and line-item budget should address the ENTIRE project. Your line-item budget must also include a sub-budget that addresses the CPF portion of the budget only. The portion of the line-item budget to be paid with FY2023 CPF funds must add up to the total FY2023 CPF grant amount.

The grant-funded activities in your project narrative and grant-funded costs in your line-item budget must be consistent with the “project” and “amount” specified in the table on pages S9406 through

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S9557 of the JES at [CREC-2022-12-20-pt3-Pgs9325-2.pdf \(congress.gov\)](#) or consist of expenses the FY 2023 Act expressly makes eligible. Specifically, the FY2023 Act clarifies that eligible expenses of these grant also include administrative, planning, operations, and maintenance costs. In addition, the FY2023 Act authorizes these grant funds to be used for reimbursement of expenses incurred on or after December 29, 2022, and prior to the date of grant execution, as long as those expenses were "otherwise eligible."

2.2.1 Grant Award Conditions

Grantee or Project is Awarded More than One CPF Grant	If a Grantee or Project is awarded more than one CPF grant, HUD will not combine the grants into one grant. Each grant must be processed separately.
Start or Effective Date of the Grant	The date HUD signs the grant agreement is the start date for the grant's period of performance and budget period. However, grant funds may be used for costs incurred before this date, provided that: <ol style="list-style-type: none"> (1) The costs are soft costs incurred on or after December 29, 2022, or hard costs incurred on or after the later of December 29, 2022 and completion of the required project-specific environmental review; and (2) The costs meet the allowability criteria in 2 CFR 200.403(a) through (g).
Grant End Date	To give grantees the maximum time feasible to complete their projects, HUD has established August 31, 2031, as the end date of the period of performance and budget period for all FY2023 CPF grants. However, notwithstanding the standard period 2 CFR 200.344(b) provides for liquidating obligations incurred under the award, HUD will NOT be responsible for making any grant payments after the date Treasury closes the account in accordance with 31 U.S.C. § 1552. Because Treasury may close the account up to one week before the September 30 date specified by 31 U.S.C. § 1552, the grantee is advised to make its final request for payment under the grant no later than September 15, 2031.
Assistance Listing number	The Assistance Listing number (formerly called the Catalog of Federal Domestic Assistance, or CFDA, number) for Economic Development Initiative, Community Project Funding grant is 14.251.

2.2.2 Project Narrative (for the entire project)

Content: Your Project Narrative must include sufficient scope and information about the ENTIRE affected project (not limited to the portion funded by your grant) to inform the environmental review process. Project activities must be grouped together and evaluated as a single project for all individual activities which are related either on a geographical or functional basis, or both, or are logical parts of a composite of contemplated actions.

Your Project Narrative must also make clear which portion of the project, or specific project activities, will be funded using the HUD funds provided under your FY2023 CPF grant.

In anticipation of the required semi-annual reporting on activity types and annual reports on “Section 3 Economic Opportunity Part 75” accomplishments, the narrative should provide anticipated project goals, outputs, or outcomes, including “Section 3 Economic Opportunity Activity Performance Measures”.

The Project Narrative should include:

- **Project Name:** Identify the “project.” This must be consistent with the “project” specified in the table on pages S9406 through S9557 of the JES at [CREC-2022-12-20-pt3-PgS9325-2.pdf \(congress.gov\)](#).
- **Project Purpose:** Provide a brief one sentence summary.
- **Project Scope:**
 - What will the CPF grant be used for?
 - Restate the project purpose, identify general activity categories, and specify what the grant award will be used for.
 - Is the CPF funded project part of a larger project?
 - If so, please provide a brief description of the broader project.
 - Has the project started? If so, please provide a brief overview of the status of the project.
 - If the project has been started, did you initiate an HUD-NEPA environmental review?
 - First, please review HUD’s environmental review requirements in Section 3.
 - For basic questions about the environmental review requirements or process, please reach out to the Environmental Review Ask A Question Help Desk. (See Section X: Attachments for directions.)
 - For project specific questions about environmental reviews, reach out to the Regional Environmental Officers listed in Section 3 below.
 - Will you be using a subrecipient to implement any part of the project?
(Please note HUD’s conditions on using subrecipients, which are specified in Article III, section H of the Grant Agreement) and highlighted below.

Proposed Subrecipient: Use of subrecipients is subject to the conditions provided in Article III, section H of the Grant Agreement. If you intend to subaward a portion of your grant funds to a subrecipient, and have already identified that subrecipient, then that organization’s name, Unique Entity ID, and an overview of the role, responsibilities, and functions to be carried out by that subrecipient must be included in the project narrative. The use of subrecipients does not relieve the grantee from responsibility for the grant. The grantee will be responsible for all coordination with HUD on all accessing grant CPF funds, amendments requests, reporting, correspondence, grant closeout and all other grant requirements. The grantee is responsible for ensuring that the subrecipient complies with all grant requirements. Further, grantees are required to ensure that subrecipients are not debarred, suspended, or otherwise excluded from or ineligible for participation in Federal programs or activities.

Format: You may create your project narrative using software such as Microsoft Word or as a PDF.

2.2.3 Line-Item Budget (for the entire project)

Content: HUD needs to see BOTH the overall project budget and the specific use of the CPF funds. The line-item budget should include costs for the entire project showing both the budget for the CPF portion of the project and the non-CPF portions of the project.

All pertinent budgetary information should be listed and explained, such as: the overall amount for predevelopment costs; construction, renovation, and rehabilitation costs; acquisition, demolition, and site preparation; architectural and engineering fees; initial set asides for revolving loan funds; and administrative costs.

The total expenses to be charged to the grant must equal the grant “amount” specified in the table on pages S9406 through S9557 of the JES at [CREC-2022-12-20-pt3-PgS9325-2.pdf \(congress.gov\)](#).

As provided by the FY2023 Act, eligible expenses under the grant may include administrative, planning, operations and maintenance, and other costs that are reasonable and necessary to carry out the “project” specified in the table on pages S9406 - S9557 of the JES.

Format: You may create your project budget using software such as Microsoft Excel or provide a line item budget using a Microsoft Word document.

PLEASE NOTE: The CPF portion of the line-item budget must add up to the full grant amount. The line-item budget does not have to be explicit in the use of funds under a line item, provided that the Project Narrative and line-item budget provide enough detail as a whole for HUD to make a reasonable determination that the grant-funded costs are consistent with the Congressional authorization.

2.2.4 Requesting Changes to Approved Project Narrative or Budget

After HUD approves your project narrative and budget and attaches them to the Grant Agreement, all project and budget changes will be subject to the conditions provided by 2 CFR 200.308 and Article III, section C of the Grant Agreement. Any changes to the project scope as originally proposed to your member(s) of Congress must be consistent with the Congressionally-directed purpose for your award, as stated in the JES. HUD does not have the authority to approve changes that depart from the Congressionally-directed purpose for your award, as stated in the JES. For example, if a grantee wants to change a project to create a community center to a housing complex, the grantee will have to discuss this with their member(s) of Congress that authorized the grant award.

To request HUD’s approval for a change in the project or approved budget, the Grantee’s authorized representative will need submit a formal letter on organizational letterhead to the Director of HUD’s Office of Economic Development - Congressional Grants Division. The letter must be submitted via email to the assigned Grant Officer and must provide justification for the change. The email must also include a revised project narrative or revised line-item budget, as applicable, that includes the requested change. The HUD Office of Economic Development – Congressional Grants Division will notify the Grantee in writing, by email, whether HUD approves or disapproves the change.

If, however, your project or budget changes after your initial submission to HUD but is still within the intent of the grant awarded by Congress, you must submit a letter to your Grant Officer requesting HUD to consider an amendment to revise the project description, budget and/or timelines, along with a justification for the proposed changes. This new scope of work should include a detailed

explanation of how the change keeps with the intent of Congress, why the change is needed and the details of the revised narrative or line-item budget.

Before the Grantee expends Grant Funds in accordance with any change approved by HUD or otherwise allowed by 2 CFR 200.308, the Grantee must update its grant information in DRGR to reflect that change.

Amendments to a previously approved project narratives or budget may also require a revision of the environmental review for the amended project.

2.2.5 SF-424: Application for Federal Assistance

The SF-424 is the common application form for federal funding. The form provides the Department basic information about the applicant, the project, and the project funding source. A link to the form can be found here: <https://www.hudexchange.info/resource/306/hud-form-sf424/>.

Additional Certifications and Assurances: By checking “I agree” in box 21 of the SF-424 and signing the SF-424, the Authorized Representative will be understood to make the following additional certifications and assurances on behalf of the prospective grantee (“applicant”):

a. The governing body of the applicant’s organization has duly authorized the application for Federal assistance. In addition, by signing and electronically submitting the application, the Authorized Representative certifies that the applicant:

- (1) has the legal authority to apply for Federal assistance and the institutional, managerial, and financial capacity (including funds to pay for any non-Federal share of project costs) to plan, manage, and complete the project as described in the application (including the attached project narrative);
- (2) will provide HUD any additional information it may require; and
- (3) will administer the award in compliance with the grant requirements as identified in the Grant Agreement or as may otherwise be provided by Federal law.

b. **Certification Regarding Lobbying.** The Authorized Representative certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of

a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

c. Federally recognized Indian tribes and Tribally Designated Housing Entities (TDHEs) established by a federally recognized Indian tribe, as a result of the exercise of the tribe's sovereign power, are excluded from coverage by item b (also known as the Byrd Amendment). However, State-recognized Indian tribes and TDHEs established under State law are not excluded from the statute's coverage and therefore agree to, and must comply with, item b above.

d. By submitting this application, the organization affirms its awareness of these certifications and assurances. The Authorized Representative submitting the application is affirming that these certifications and assurances are material representations of the facts upon which HUD will rely when making an award to the applicant. If it is later determined that the signatory to the application submission knowingly made a false certification or assurance or did not have the authority to make a legally binding commitment for the applicant, the applicant may be subject to criminal prosecution, and HUD may terminate the award to the applicant organization or pursue other available remedies including false claims citation and standard clause plus 2 CFR 200.339 on noncompliance and 2 CFR 200.340 on termination.

Follow the instructions below for each box of the SF-424:

<ol style="list-style-type: none"> 1. Check the application box 2. Check the "New" box 3. Leave blank 4. Leave blank 5. a. Enter your Grant Number (B-23-CP-XX-####) b. Leave blank 6. Leave blank 7. Leave blank 8. a. Enter the legal name of your organization b. Enter the EIN/TIN for your organization c. Enter your organization's Unique Entity Identifier 	<ol style="list-style-type: none"> 10. Enter US Department of Housing and Urban Development 11. Enter 14.251 and under CFDA Title, "Economic Development Initiative, Community Project Funding, and Miscellaneous Grants" 12. Enter FY2023 and under Title, "CPF" 13. Leave blank 14. Enter project address(es) 15. Enter a brief description of the project and attach a more detailed, but also brief project description and a project budget 16. See "Instructions for the SF-424"
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<p>d. Enter the complete address of your organization</p> <p>e. Enter the Department and/or Division responsible for the application</p> <p>f. Enter all contact information for the person responsible for the application</p> <p>9. Enter the letter or letters describing your organization from the listing on the "Instructions for the SF-424"</p>	<p>17. Enter the proposed start and end dates for the project</p> <p>18. On the "Federal line," enter only the amount of the CPF grant</p> <p>19. Check box "C"</p> <p>20. Check the appropriate box</p> <p>21. After review of the Additional Certifications and Assurances above, check "I AGREE," enter all information for the Authorized Representative submitting the application and <u>sign or e sign and date the form and include it with your emailed submission.</u></p>
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2.2.6 Disclosure of Lobbying

No appropriated Federal funds may be paid by or on behalf of the applicant, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, or an employee of a member of Congress, in connection with this "application" for Federal assistance or any award of funds resulting from the submission of this "application" for Federal assistance or its extension, renewal, amendment, or modification.

If your organization has paid or will pay funds other than Federal appropriated funds to influence or attempt to influence the persons listed above, you must complete and submit Standard Form LLL, Disclosure of Lobbying Activities, as part of your "application" submission package. grantee shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Except as provided below, each applicant/grantee shall require that the language of the certification at 24 CFR part 87, Appendix A, be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Federally recognized Indian tribes and Tribally-designated Housing Entities (THDE) established by federally recognized Indian tribes as a result of the exercise of the tribe's sovereign power are excluded from coverage of the Byrd Amendment, and do not have to submit these forms. State-recognized Indian tribes and TDHEs established only under State law must comply with this requirement.

SF-LLL Disclosure of Lobbying Activities:

<https://www.hudexchange.info/resource/308/hud-form-sflll/>

Certification Regarding Lobbying:

https://apply07.grants.gov/apply/forms/readonly/GG_LobbyingForm-V1.1.pdf

2.2.7 SF-1199A: Direct Deposit Sign-Up Form

Grantee must complete Section 1 and 2 of SF-1199A form (see Attachment 3). Grantee's bank or financial institution must complete Section 3 of the form. Ensure that you include a voided check or deposit slip with this form and email it to your Grant Officer.

Your Authorized Representative must complete and sign the form.

Please note: If the Authorized Representative name differs on the documents and/or has changed, please contact your grant officer to obtain an updated documents with the new Authorized Representative's information.

Review and verify the contents on this form for its accuracy prior to submitting.

SF-1199A: <https://www.hud.gov/sites/documents/ATTACHMENTVISF-1199A.PDF>

Section 1: (To be completed by Payee (grantee))	Section 2: (Completed by Payee (grantee))
<p>A. Type or print your name, address, and telephone number</p> <p>B. Type or print your grant number</p> <p>C. Type or print your EIN/TIN</p> <p>D. Check the type of account you want your funds deposited into</p> <p>E. Type or print the account number you want your funds deposited into</p> <p>F. Check "Other" and specify "CPF-Grant"</p> <p>G. Leave Blank</p> <p>H. Sign and date the form</p>	<p>Government Agency Name: HUD/Office of CPD</p> <p>Government Agency Address: 451-7th Street, SW, Washington, DC 20410 (Attach voided check or deposit slip)</p> <p>Section 3: (To be completed by your financial institution)</p>

SECTION 3: FEDERAL REQUIREMENTS

The FY2023 CPF Grant Agreement will set forth all applicable regulatory requirements for your grant.

As the grantee, you are responsible for managing the project and ensuring the proper use of the CPF funds in compliance with all applicable Federal requirements. You are also responsible for ensuring the completion of the project and its proper closeout.

Subject to the conditions stated in Article III, section H of the FY2023 CPF Grant Agreement, you may subaward all or a portion of your funds to one or more subrecipients, as identified in your Project Narrative (which will be incorporated in your FY2023 CPF Grant Agreement) or as may be approved by HUD in accordance with 2 CFR 200.308. As the grantee you are responsible for ensuring each subrecipient's compliance with federal requirements.

Below are the applicable regulatory requirements of the CPF grants.

- Section 3.1 details the requirements of the FY2023 Act.
- Section 3.2 details the applicable Federal requirements standard to all HUD grants. HUD refers to these requirements as "cross-cutting" as they apply across all HUD programs.

It is important to note that if CPF funds are combined in a project budget with other Federal grant funds or the CPF funds are used on projects that are subject to other Federal grant requirements, the grantee must comply with both CPF requirements and the other Federal grant requirements.

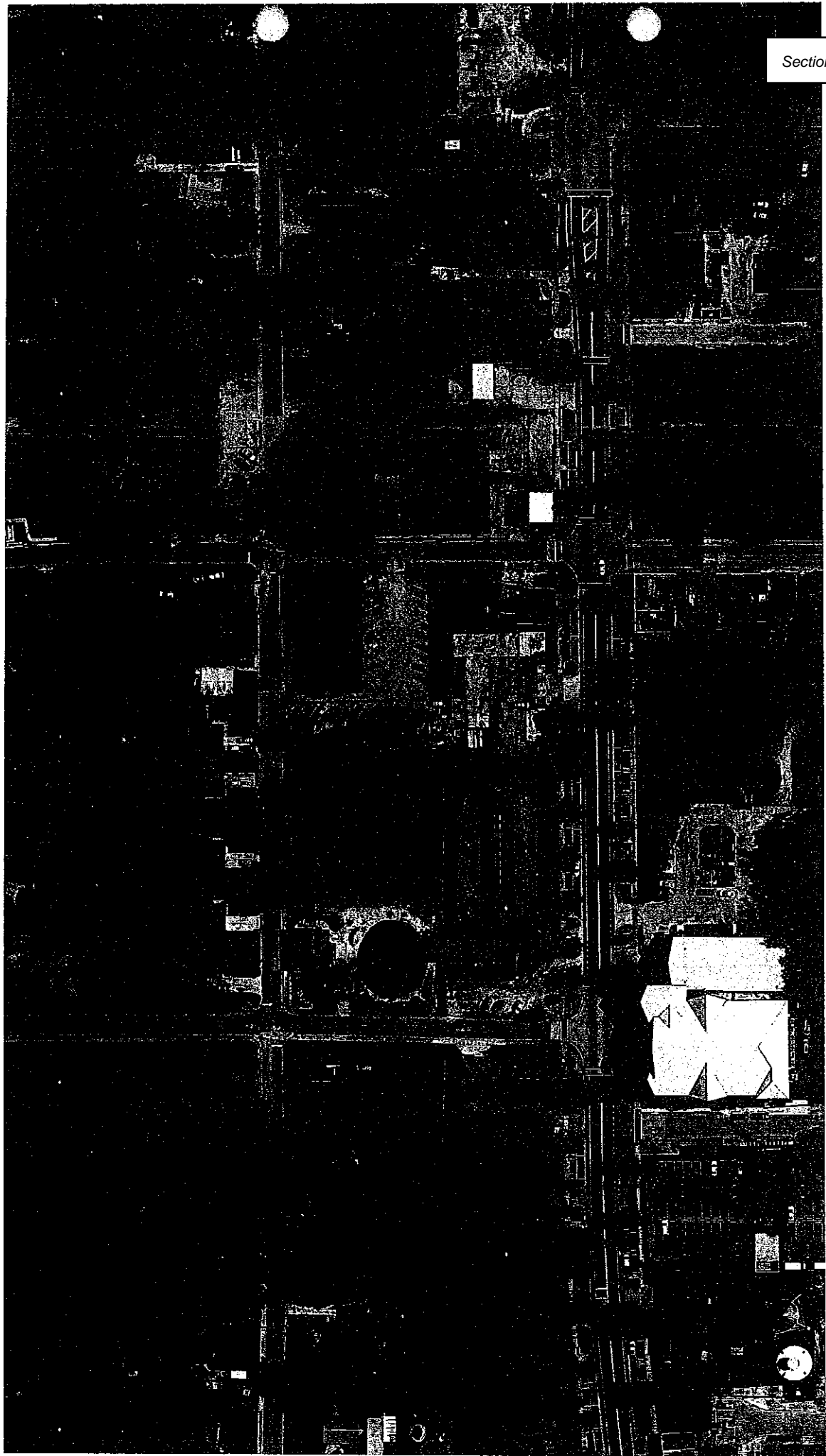
Because CPF awards are authorized and funded through specific Congressional directives as provided by the Act, CPF awards are distinct from Community Development Block Grant funding and are **not** subject to Title I of the Housing and Community Development Act of 1974 or the Community Development Block Grant regulations at 24 CFR part 570.

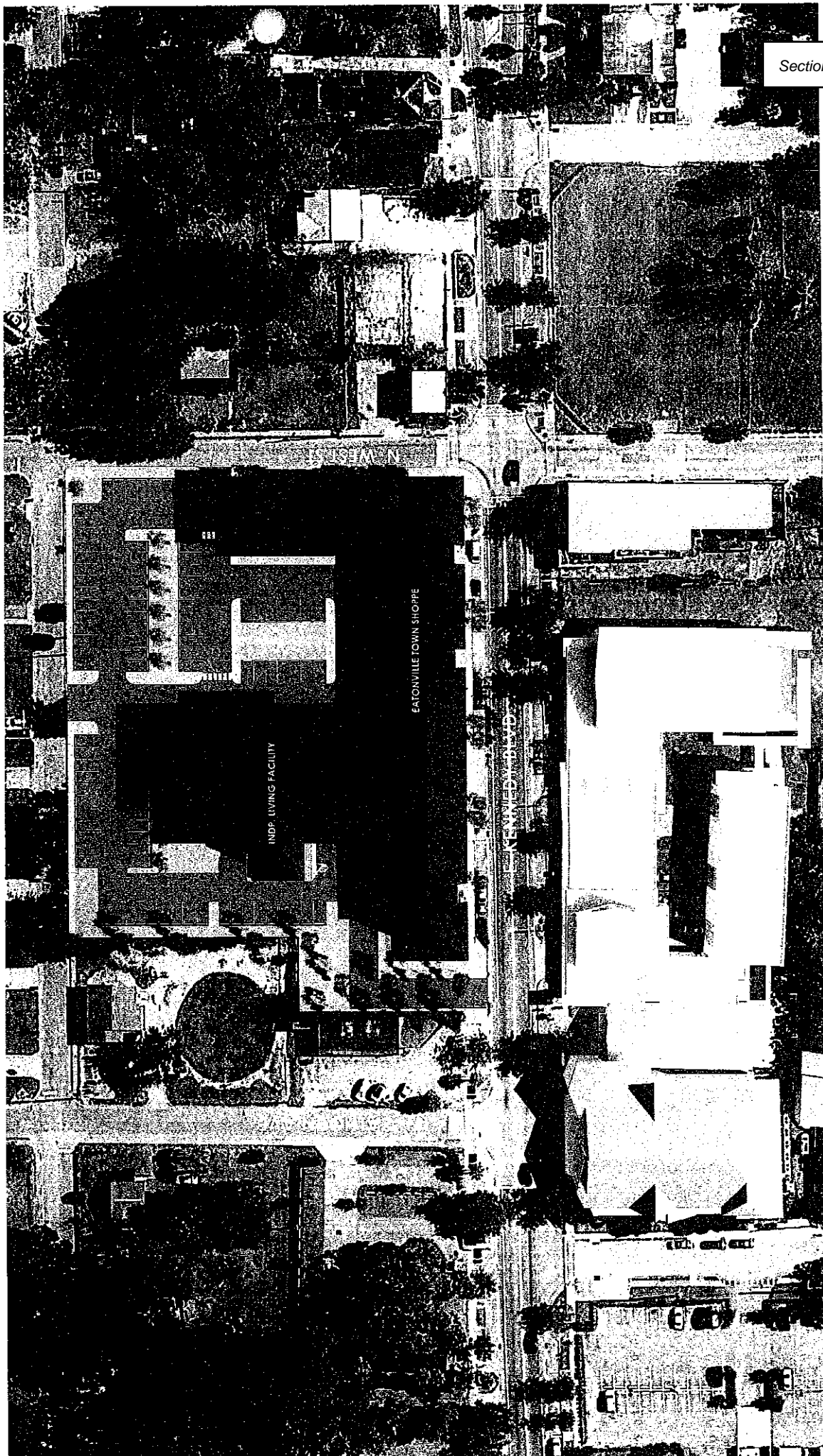
Where statutory restrictions apply, HUD cannot provide waivers or exceptions without statutory authority to do so.

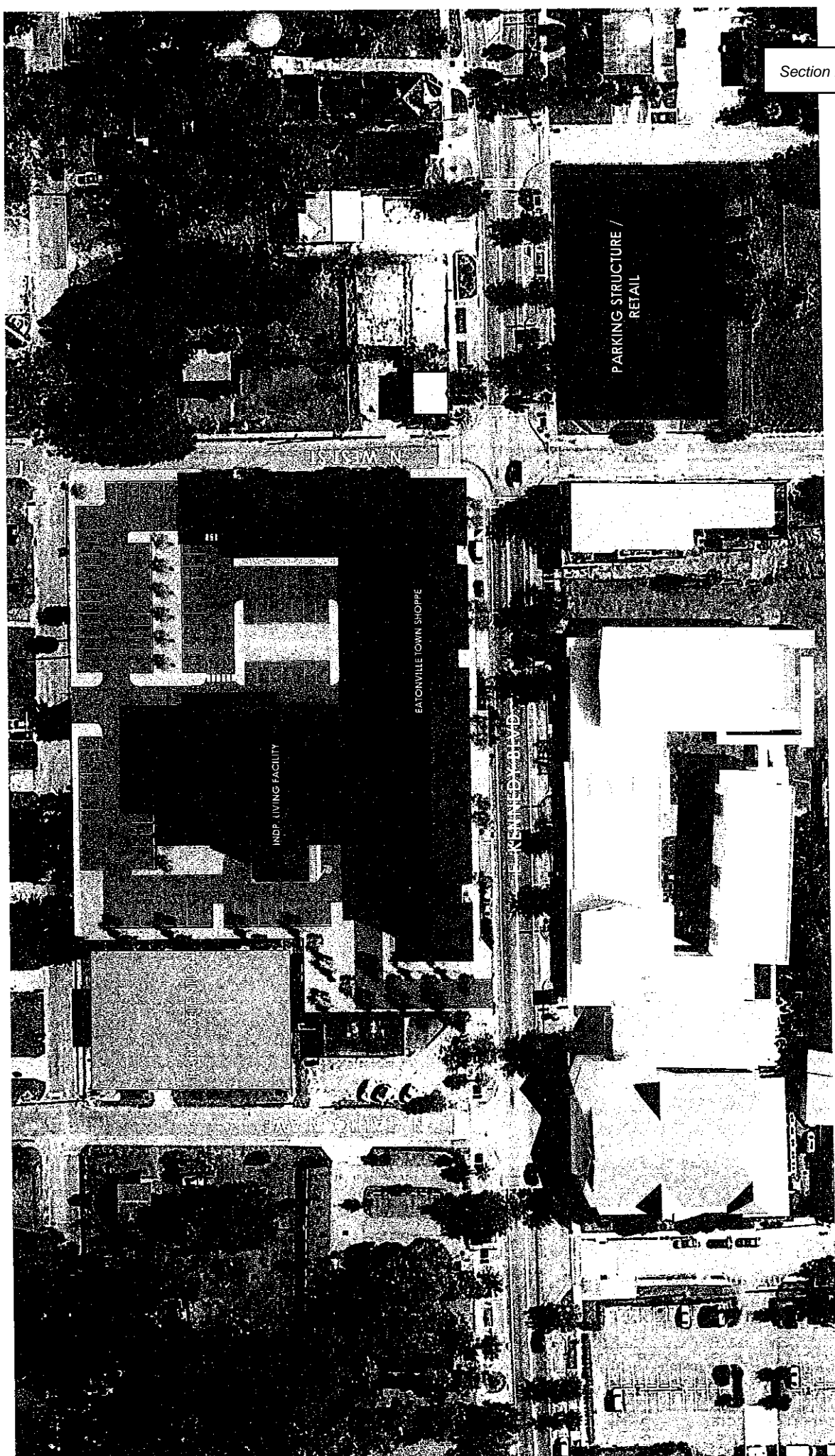
In circumstances where there is a conflict between this CPF guide and other HUD guidance, HUD will resolve the conflict.

3.1 Requirements Under the Consolidated Appropriations Act, 2023 (P.L. 117-328)

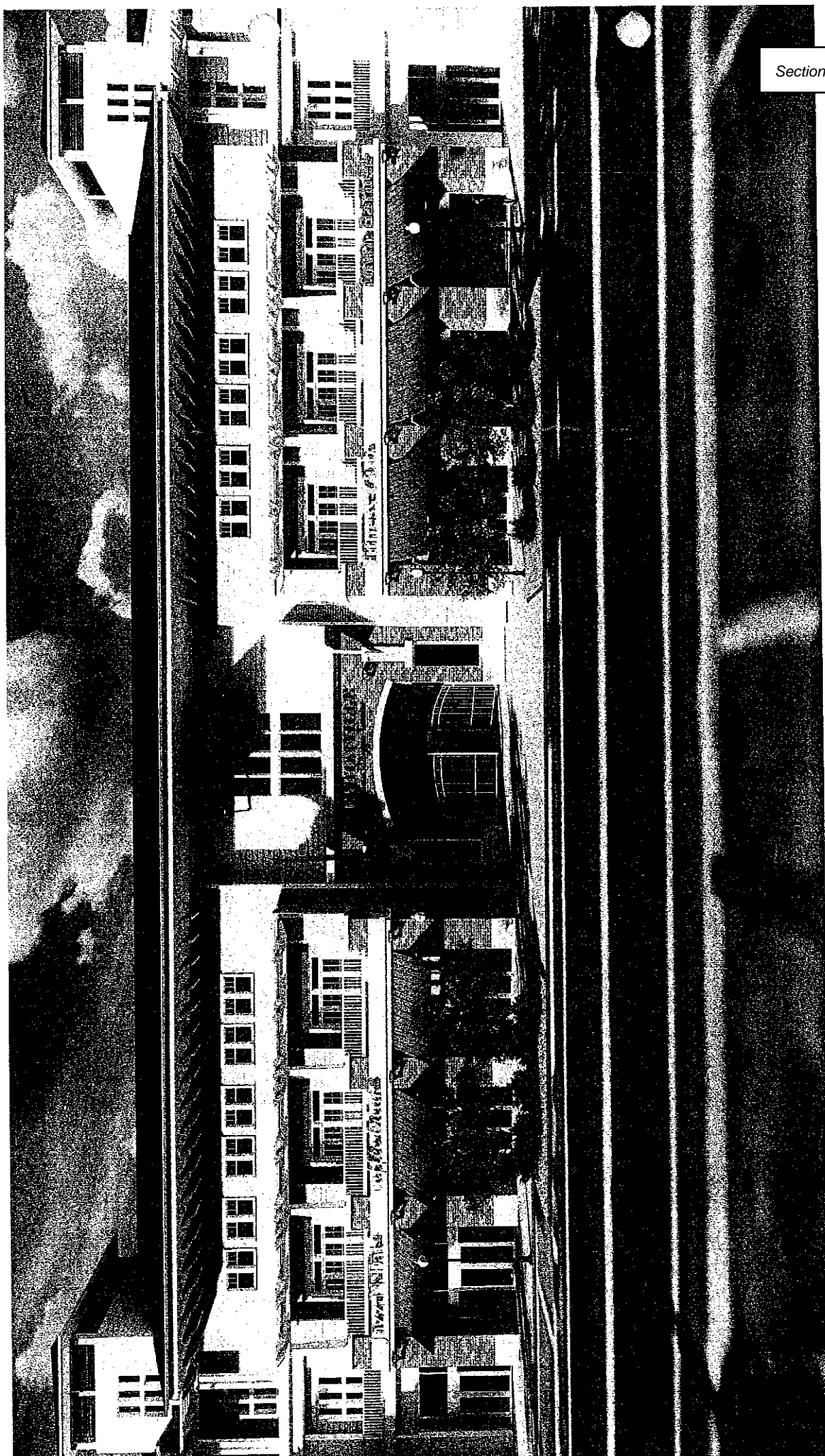
Summary	
The Project, Recipient, and Amount of each FY2022 CPF award	The Project, Recipient, and Amount of each FY2022 CPF award must be consistent with the "project," "recipient," and "amount" specified by the table on pages S9406 through S9557 of the JES at CREC-2022-12-20-pt3-PgS9325-2.pdf (congress.gov) .
Eligible Expenses	Consistent with the FY2023 Act's provisions, eligible expenses of the grant may include administrative, planning, operations and

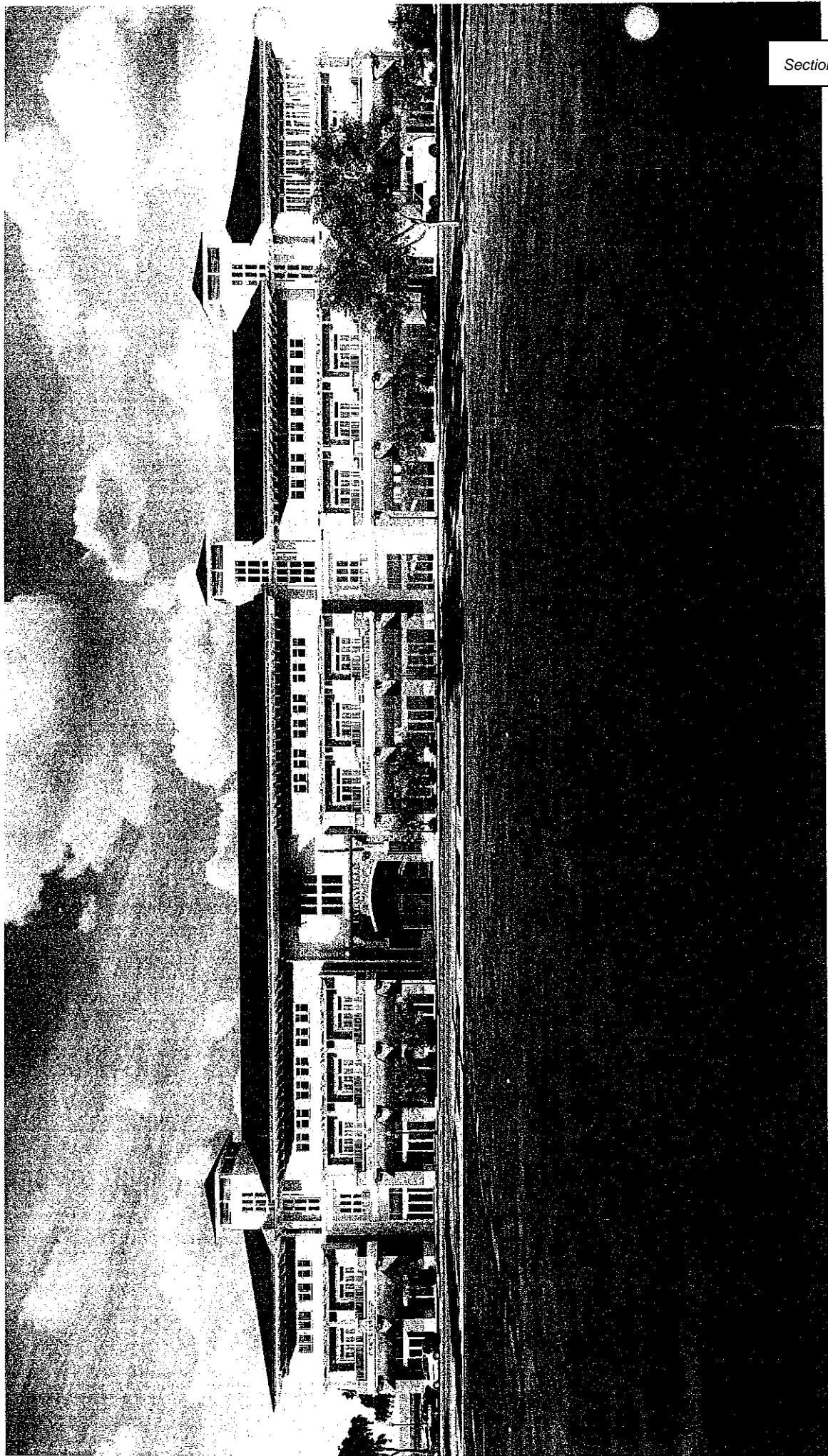


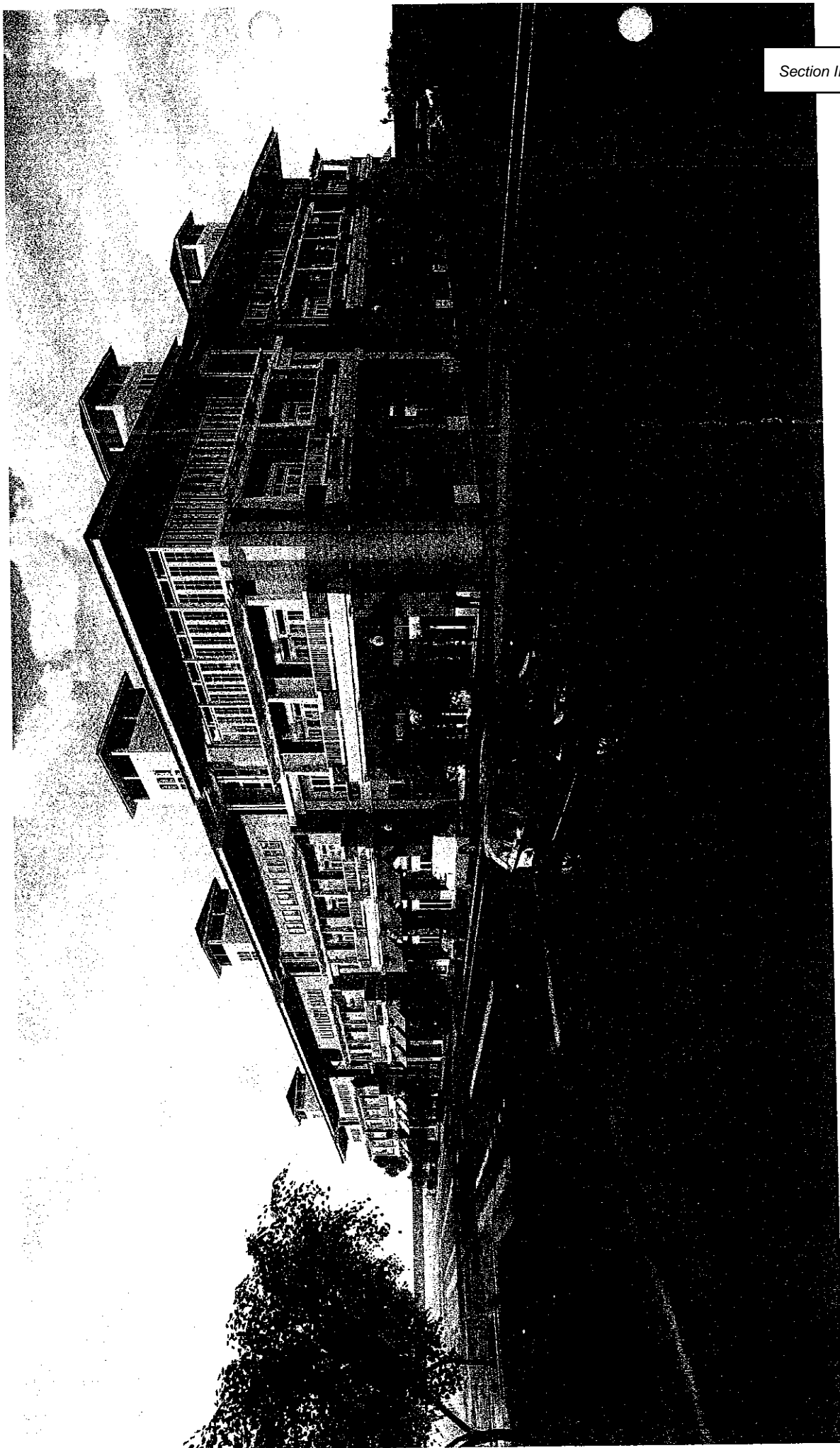


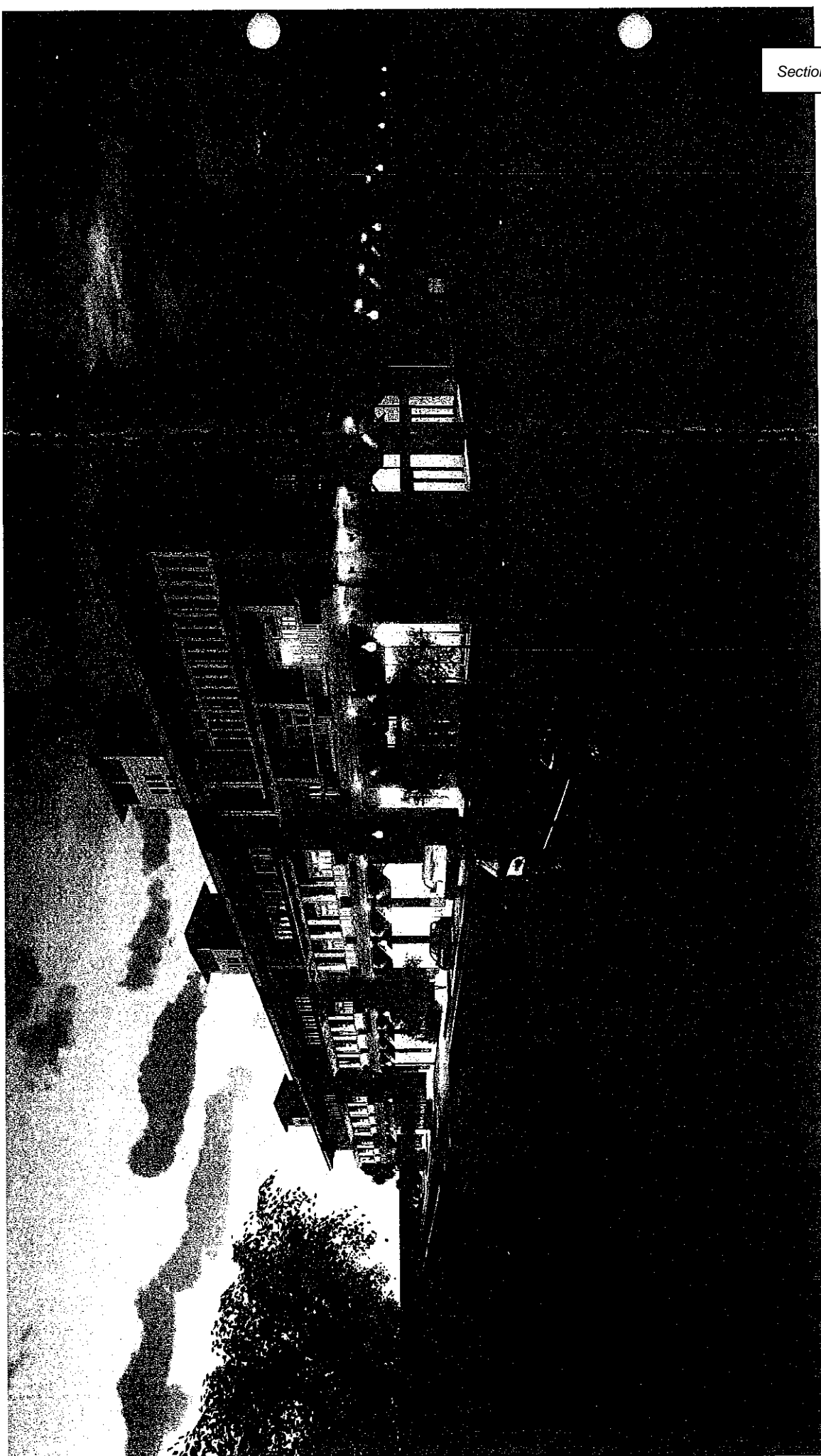


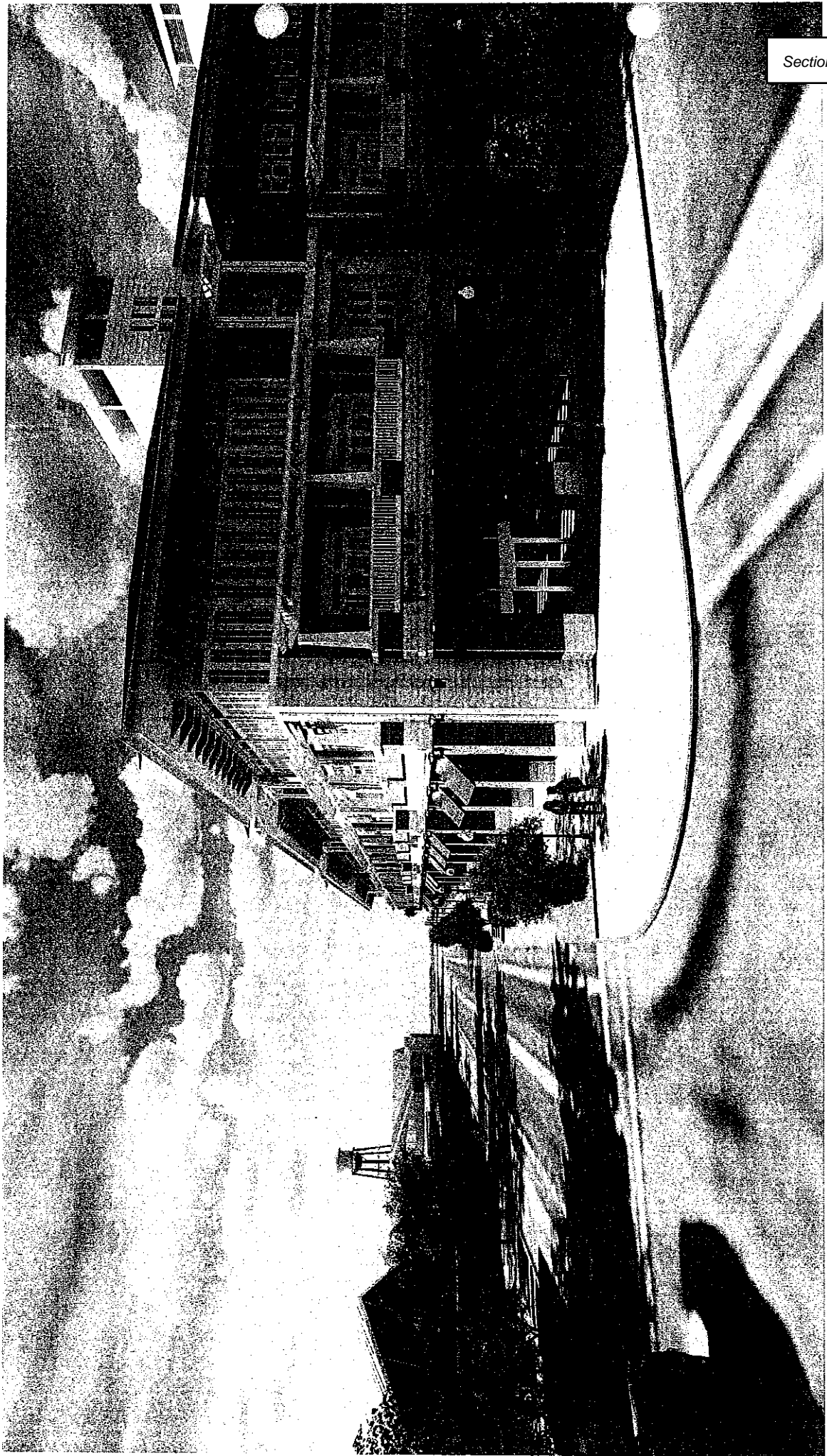


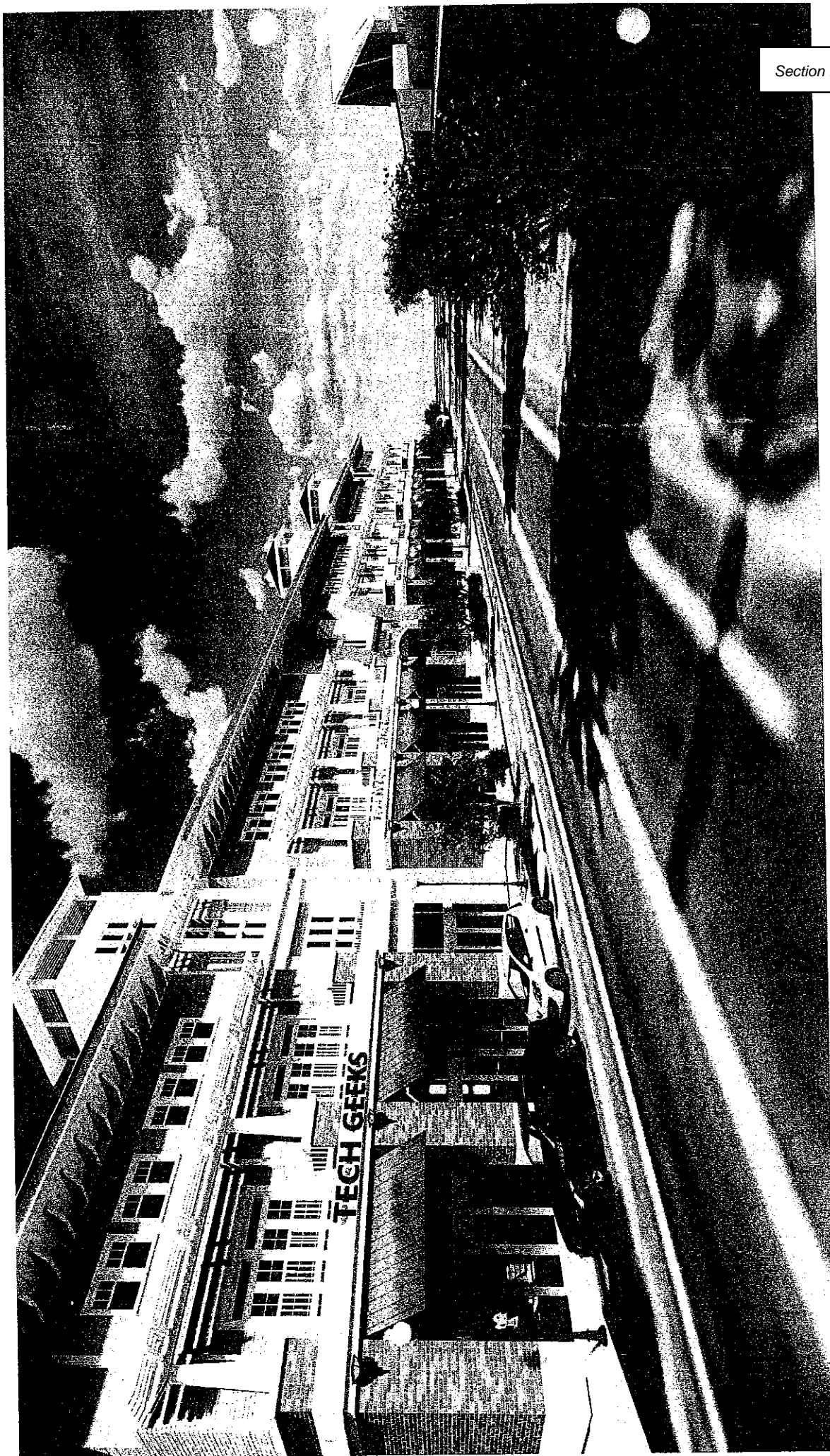












	<p>maintenance, and other costs that are reasonable and necessary to carry out the "project" specified in the table on pages S9406 through S9557 of the JES at CREC-2022-12-20-pt3-PgS9325-2.pdf (congress.gov).</p> <p><i>PLEASE NOTE: To be allowable under the grant, the cost not only must be eligible, but also must meet the cost allowability criteria in 2 CFR 200.403, unless a statute expressly provides otherwise (such as in the case of pre-award costs as noted below).</i></p>
Pre-award costs	<p>Consistent with the FY2023 Act's provisions, FY2023 CPF grant funds may be used to reimburse costs (including administrative, planning, operations and maintenance, and other costs) incurred before execution of the grant agreement, provided that:</p> <p>(1) The costs are soft costs incurred on or after December 29, 2022, or hard costs incurred on or after the later of December 29, 2022, and completion of the required project-specific environmental review; and</p> <p>(2) The costs meet the allowability criteria in 2 CFR 200.403(a) through (g).</p>
Eminent Domain	<p>No Federal funds provided under your award may be used to support any Federal, state, or local project that seeks to use the power of eminent domain, unless eminent domain is employed only for a public use. Public use includes use of funds for mass transit, railroad, airport, seaport, or highway projects, and utility projects which benefit or serve the general public (including energy-related, communication-related, water-related, and waste water-related infrastructure), other structures designated for use by the general public or with other common-carrier or public-utility functions that serve the general public and are subject to regulation and oversight by the government, and projects for the removal of an immediate threat to public health and safety or brownfields, as defined in the Small Business Liability Relief and Brownfields Revitalization Act (Pub. L. 107-118). Public use does not include economic development that primarily benefits private entities.</p>
Restriction on Use of Funds for Computer Networks	<p>No Federal funds provided under your award may be used to maintain or establish a computer network that does not block the viewing, downloading, and exchanging of pornography. This requirement does not limit the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.</p>

3.2 Cross Cutting Federal Requirements

Summary	
Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200)	<p>The requirements of 2 CFR Part 200 apply to all CPF awards.</p> <p>Grantees are encouraged to review the provisions of these regulations including provisions related to:</p> <ul style="list-style-type: none"> • Suspension and debarment at 2 CFR 200.214 • Prohibition on certain telecommunications and video surveillance services or equipment at 2 CFR 200.216 • Financial management, internal controls, and Federal payment requirements at 2 CFR 200.302, 200.303, and 200.305 • Program Income requirements at 2 CFR 200.307* • Revision of budget and program plans at 2 CFR 200.308 • Disposition of property acquired with CPF funds at 2 CFR §200.311 • Procurement requirements at 2 CFR §200.317-327 • Record retention and access requirements at 2 CFR 200.334-200.338 • Reporting requirements at 2 CFR 200.328-200.330, including on the status of property acquired with CPF funds at 2 CFR §200.330 • Subrecipient monitoring and management at 2 CFR 200.331-200.333 • Remedies for Noncompliance at 2 CFR 200.339-200.343 • Closeout of federal grants at 2 CFR §200.344-346 • Cost Principles at 2 CFR Part 200, subpart E • Audit requirements at 2 CFR Part 200, subpart F <p>*For purposes of all CPF awards, program income must be used for the purposes and under the conditions of the grantee's specific CPF award in accordance with the addition requirements at 2 CFR 200.307(e)(2). In accordance with 2 CFR 200.307(b), costs incidental to the generation of program income may be deducted from gross income to determine program income for purposes of your CPF grant, provided these costs have not been charged to the Federal award. Further technical assistance will be provided to grantees with projects that may generate program income.</p>

<p>Environmental Review Requirements (24 CFR Part 50 or Part 58)</p> <p>Quick Overview</p> <p>(More detailed guidance starts in Section 3.3)</p>	<p>All projects funded by HUD are subject to requirements under the National Environmental Policy Act (NEPA) and HUD's NEPA-implementing regulations at 24 CFR Part 50 or 24 CFR Part 58. Environmental reviews must be completed, and a Request for Release of Funds and Certification must be approved by HUD CPD Field Office Director through issuance of the <u>7015.16 Authority to Use Grant Funds</u>, as applicable, prior to taking any action, to avoid violations under 24 CFR 58.22 which prohibits limitations on activities pending clearance, and Section 110(k) of the National Historic Preservation Act which prohibits anticipatory demolition or significant harm of historic properties prior to completion of the historic preservation review process known as Section 106 review.</p> <p>The environmental review must be completed by a "Responsible Entity" (RE) as defined at 24 CFR 58.2(a)(7). An applicant that is a State, unit of general local government, Indian Tribe, or Alaska Native Village is the RE for the project. For other applicants, the RE is the unit of general local government within which the project is located that exercises land use responsibility, or the Indian Tribe or Alaskan Native Village jurisdiction within which the project is located that exercises land use responsibility. REs can conduct an environmental review on behalf of other entities in their jurisdiction even if they are not the grantee. In the event that an RE that is not the grantee declines to assume responsibility for the environmental review under Part 58, you must advise HUD, and HUD will complete the environmental review under 24 CFR Part 50 or designate another RE. HUD has the option under 58.2(a)(7)(ii)(C) and 58.11(d) to designate another responsible entity.</p> <p>Locate your nearest HUD Regional Environmental Officer here (also see Section 4: Contact Information for Grant Officers and Regional Environmental Officers in this document): https://www.hudexchange.info/programs/environmental-review/hud-environmental-staff-contacts/#region-i-regional-and-field-environmental-officers.</p> <p>Further information on environmental requirements can be found here: https://www.hudexchange.info/programs/environmental-review/orientation-to-environmental-reviews/#overview.</p> <p>You may not commit or spend <u>ANY</u> project funds (HUD or non-HUD funds) on hard costs or take any choice limiting actions until the project completes an environmental review. Examples of choice limiting actions include, but are not limited to, purchasing land, entering into contracts for property acquisition or construction, or physical work on the project. Failure to comply with the prohibition on choice limiting actions and Section 110(k) can result in forfeiture of</p>
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	<p>grant funds. You are encouraged to commence the environmental review process for your project as soon as possible. Under Part 58, the environmental review process is complete when the Responsible Entity (RE) certifies the review and a Request for Release of Funds and Certification is approved by HUD CPD Field Office Director through issuance of the 7015.16 Authority to Use Grant Funds, as applicable. Under Part 50, the environmental review process is complete when certified by the HUD Authorizing Official.</p> <p>See Section 3 below for additional detail on fulfilling environmental review requirements.</p>
Indirect Cost Rate	<p>Normal indirect cost rules under 2 CFR Part 200, subpart E apply. If you intend to charge indirect costs to your award, APPENDIX 3 of the grant agreement must clearly state the rate and distribution base you intend to use. If you have a Federally negotiated indirect cost rate, your application must also include a letter or other documentation from the cognizant agency showing the approved rate.</p> <p>Special instructions for state and local governments: If your department or agency unit has a Federally negotiated indirect cost rate, your application must include that rate, the applicable distribution base, and a letter or other documentation from the cognizant agency showing the negotiated rate. If your department or agency unit receives more than \$35 million in direct Federal funding per year, you may not claim indirect costs until you receive a negotiated rate from your cognizant agency for indirect costs as provided in Appendix VII to 2 CFR Part 200.</p> <p>If your department or agency unit receives no more than \$35 million in direct Federal funding per year and your department or agency unit has developed and maintains an indirect cost rate proposal and supporting documentation for audit in accordance with 2 CFR Part 200, Appendix VII, you may use the rate and distribution base specified in that indirect cost rate proposal.</p> <p>Alternatively, if your department or agency unit receives no more than \$35 million in direct Federal funding per year and does not have a current negotiated rate (including provisional) rate), you may elect to use the de minimis rate of 10% of MTDC. As described in 2 CFR 200.403, costs must be consistently charged as either indirect or direct costs but may not be double charged or inconsistently charged as both. Once elected, the de minimis rate must be applied consistently for all Federal awards until you choose to negotiate for a rate, which you may apply to do at any time. Documentation of the decision to use the de minimis rate must be retained on file for audit.</p>

	<p>Special instructions for applicants other than state and local governments: If you have a Federally negotiated indirect cost rate, your application must clearly state the approved rate and distribution base and must include a letter or other documentation from the cognizant agency showing the approved rate. If your organization does not have a current negotiated rate (including provisional rate) and elects to use the de minimis rate, your application must clearly state you intend to use the de minimis rate of 10% of Modified Total Direct Costs (MTDC). As described in 2 CFR 200.403, costs must be consistently charged as either indirect or direct costs but may not be double charged or inconsistently charged as both. Once elected, the de minimis rate must be applied consistently for all Federal awards until the organization chooses to negotiate a rate, which the organization may apply to do at any time. Documentation of the decision to use the de minimis rate must be retained on file for audit.</p>
<p>Economic Opportunities for Low-and Very Low-income Persons: Section 3 Requirements (24 CFR Part 75) and Indian Preference</p>	<p>The requirements of Section 3 of the Housing and Urban Development Act of 1968 found at 24 CFR Part 75 apply to all grant recipients that are awarded \$200,000 or more for projects involving housing construction, rehabilitation, or other public construction. Section 3 of the Housing and Urban Development Act of 1968 (Section 3), 12 U.S.C. 1701u (Economic Opportunities for Low- and Very Low-Income Persons in Connection with Assisted Projects), and the HUD regulations at 24 CFR Part 75, ensure, to the greatest extent feasible, that training, employment, contracting and other economic opportunities be directed to low- and very low-income persons, especially recipients of government assistance for housing, and to businesses that provide economic opportunities to low-and very low-income persons where a proposed project is located.</p> <p>CPF grantees are encouraged to review the requirements of this regulation to determine ways to support the mission of increasing economic opportunity for low- and very-low income persons and small business owners in your community. Grantees will submit periodic reports of Section 3 accomplishment Performance Measures in DRGR. A link to DRGR guidance for reporting Section 3 accomplishments is provided below.</p> <p>CPF grants made to Tribes and TDHEs are subject to Indian Preference requirements in Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)). As stated in 24 CFR §75.3(c), grants to Tribes and TDHEs are subject to Indian Preference requirements in lieu of Section 3.</p> <p>www.hud.gov/localoffices</p>

	<p>https://portalapps.hud.gov/Sec3BusReg/BRegistry/BRegistryHome www.EEOC.govhttp://www.dol.gov/ofccp/</p> <p>https://files.hudexchange.info/resources/documents/DRGR-Guidance-on-Reporting-Section-3-Labor-Hours-Fact-Sheet.pdf</p>
Uniform Relocation Assistance and Real Property Acquisitions Policies Act	<p>With certain limited exceptions, HUD-funded programs or projects are subject to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA) (42 U.S.C. §§ 4601 et seq.), and the government-wide regulations issued by the Federal Highway Administration at 49 CFR Part 24.</p> <p>The URA applies to acquisitions of real property and relocation occurring as a direct result of the acquisition, rehabilitation, or demolition of real property for Federal or Federally funded programs or projects. Real property acquisition that receives Federal financial assistance for a program or project, as defined in 49 CFR 24.2, must comply with the acquisition requirements contained in 49 CFR part 24, subpart B. Unless otherwise specified in law, the relocation requirements of the URA and its implementing regulations at 49 CFR part 24, cover any displaced person who moves from real property or moves personal property from real property as a direct result of acquisition, rehabilitation, or demolition for a program or project receiving HUD financial assistance.</p>
Generally Applicable HUD requirements (24 CFR Part 5, subpart A and 24 CFR 1000.12)	<p>CPF grantees and their subrecipients must comply with the generally applicable HUD and CPD requirements in 24 CFR Part 5, subpart A, including all applicable fair housing, and civil rights requirements. Grants to Tribes and TDHEs are subject to the nondiscrimination requirements in 24 CFR 1000.12 in lieu of the nondiscrimination requirements in 24 CFR 5.105(a).</p>
Equal Participation of Faith Based Organizations	<p>CPF grants are subject to HUD's regulations at 24 CFR §5.109 concerning equal participation of faith-based organizations in HUD programs and activities.</p>
SAM registration and Unique Entity Identifier (UEI)	<p>The System for Award Management (SAM) and Universal Identifier Requirements under 2 CFR Part 25 apply.</p> <p>Unless subject to the exceptions in 2 CFR 25.110 and 25.200(c), each applicant for a CPF award must:</p> <ul style="list-style-type: none"> (a) Be registered in SAM.gov (https://sam.gov/content/home) before submitting an application or plan; (b) Maintain an active SAM registration with current information, including information on a recipient's immediate

	<p>and highest-level owner and subsidiaries, as well as on all predecessors that have been awarded a Federal contract or grant within the last three years, if applicable, at all times during which the applicant has an active Federal award or an application or plan under consideration by a Federal awarding agency; and</p> <p>(c) Provide its unique entity identifier in each application or plan submitted to HUD.</p> <p>As of April of 2022, all entities doing business with the federal government must use a Unique Entity ID created in SAM.gov. The federal government has stopped using the DUNS number to uniquely identify entities.</p> <p>To Sign up or Reactivate SAM.gov Account: Grantees must have a SAM.gov account. If your organization is already registered in SAM.gov, your UEI has already been assigned and is viewable in SAM.gov. This includes inactive registrations. The UEI is currently located below the DUNS Number on your entity registration record. Remember, you must be signed in to your SAM.gov account to view entity records. To learn how to view your UEI, go here: https://www.fsd.gov/gsafsd_sp?id=gsafsd_kb_articles&sys_id=a05adbae1b59f8982fe5ed7ae54bcbba</p> <p>Subrecipients may refer to the Guide to Getting a Unique Entity ID at SAM.gov to get a Unique Entity ID.</p> <p>Grantees may contact their Grant Officer for technical assistance. Please refer to this link to begin registering in SAM.gov for the UEI number https://sam.gov/content/home.</p>
<p>The Federal Financial Accountability and Transparency Act of 2006, (Public Law 109-282), as amended (FFATA)</p>	<p>Compliance with the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282) as amended (FFATA). FFATA requires information on federal awards be made available to the public via a single, searchable website, which is www.USASpending.gov.</p> <p>Accordingly, your award will be subject to the requirements provided by the Award Term in Appendix A to 2 CFR Part 170, "REPORTING SUBAWARD AND EXECUTIVE COMPENSATION INFORMATION," unless the Federal funding for the award (including funding that may be added through amendments) is not expected to equal or exceed \$30,000. Requirements under this Award Term include filing subaward information in the Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS.gov) by the end of the month following the month in which the recipient awards any sub-grant equal to or greater than \$30,000.</p>

	Each applicant must have the necessary processes and systems in place to comply with the Award Term in Appendix A of 24 CFR Part 170 if the applicant receives an award, unless an exception applies as provided in 2 CFR 170.110.
Davis Bacon and Related Acts (DBRA)	Compliance with Davis Bacon and Related Acts (DBRA) is not a condition or requirement for CPF grants but may be required if your project is also supported by other funds which do require adherence to the DBRA.
Suspension and debarment	The governmentwide debarment and suspension regulations in 2 CFR Part 180 apply as incorporated and supplemented by HUD's implementing regulations in 2 CFR Part 2424. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.
Prohibition Against Lobbying Activities	Applicants are subject to the provisions of Section 319 of Public Law 101-121, 31 U.S.C. 1352, (the Byrd Amendment), and 24 CFR Part 87, which prohibit recipients of federal awards from using appropriated funds for lobbying the executive or legislative branches of the Federal government in connection with a Federal award. Applicants will be required to certify in their grant agreements that no Federal funds have been used to lobby. In addition, applicants must disclose, using Standard Form LLL (SF-LLL), "Disclosure of Lobbying Activities," any funds, other than federally appropriated funds, that will be or have been used to influence federal employees, members of Congress, or congressional staff regarding specific awards. Federally recognized Indian tribes and TDHEs established by Federally recognized Indian tribes as a result of the exercise of the tribe's sovereign power are excluded from coverage of the Byrd Amendment, but state-recognized Indian tribes and TDHEs established only under state law shall comply with this requirement. Applicants must submit the SF-LLL if they have used or intend to use non-federal funds for lobbying activities.
Drug-Free Workplace	The following award term applies to all grantees of CPF awards: You as the recipient must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 CFR Part 2429, which adopts the governmentwide implementation (2 CFR Part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701-707).

Trafficking in persons	<p>The following award term and condition, which is required by 2 CFR Part 175, applies as written:</p> <ul style="list-style-type: none"> a. Provisions applicable to a recipient that is a private entity. <ul style="list-style-type: none"> 1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not— <ul style="list-style-type: none"> i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect; ii. Procure a commercial sex act during the period of time that the award is in effect; or iii. Use forced labor in the performance of the award or subawards under the award. 2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity: <ul style="list-style-type: none"> i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either— <ul style="list-style-type: none"> A. Associated with performance under this award; or B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by HUD at 2 CFR 2424. b. Provision applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity— <ul style="list-style-type: none"> 1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or 2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either: <ul style="list-style-type: none"> i. Associated with performance under this award; or ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by HUD at 2 CFR 2424. c. Provisions applicable to any recipient.
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	<ol style="list-style-type: none"> 1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term. 2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section: <ol style="list-style-type: none"> i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and ii. Is in addition to all other remedies for noncompliance that are available to us under this award. 3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity. <p>d. Definitions. For purposes of this award term:</p> <ol style="list-style-type: none"> 1. "Employee" means either: <ol style="list-style-type: none"> i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements. 2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery. 3. "Private entity": <ol style="list-style-type: none"> i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25. ii. Includes: <ol style="list-style-type: none"> A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b). B. A for-profit organization. 4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).
Conflicts of Interest	<ol style="list-style-type: none"> i. Conflicts Subject to Procurement Regulations. In the procurement of property or services by recipients and subrecipients, the conflict-of-

	<p>interest rules in 2 CFR 200.317 and 2 CFR 200.318(c) shall apply. In all cases not governed by 2 CFR 200.317 and 2 CFR 200.318(c), recipients and subrecipients must follow the requirements contained in paragraphs ii-v below.</p> <p>ii. General prohibition. No person who is an employee, agent, consultant, officer, or elected or appointed official of the recipient or subrecipient and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have a financial interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has immediate family or business ties, during his or her tenure or for one year thereafter. Immediate family ties include (whether by blood, marriage or adoption) the spouse, parent (including a stepparent), child (including a stepchild), brother, sister (including a stepbrother or stepsister), grandparent, grandchild, and in-laws of a covered person.</p> <p>iii. Exceptions. HUD may grant an exception to the general prohibition in paragraph (ii) upon the recipient's written request and satisfaction of the threshold requirements in paragraph (iv), if HUD determines the exception will further the Federal purpose of the award and the effective and efficient administration of the recipient's program or project, taking into account the cumulative effects of the factors in paragraph (v).</p> <p>iv. Threshold requirements for exceptions. HUD will consider an exception only after the recipient has provided the following documentation:</p> <ol style="list-style-type: none"> A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how the public disclosure was made; and An opinion of the recipient's attorney that the interest for which the exception is sought would not violate state or local law. <p>v. Factors to be considered for exceptions. In determining whether to grant a requested exception after the recipient has satisfactorily met the threshold requirements in paragraph (iii), HUD will consider the cumulative effect of the following factors, where applicable:</p> <ol style="list-style-type: none"> Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project that would otherwise not be available; Whether an opportunity was provided for open competitive bidding or negotiation;
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	<ul style="list-style-type: none"> c. Whether the person affected is a member of a group or class of low- or moderate-income persons intended to be the beneficiaries of the assisted activity, and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class; d. Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision-making process with respect to the specific assisted activity in question; e. Whether the interest or benefit was present before the affected person was in a position as described in paragraph (ii); f. Whether undue hardship will result either to the recipient or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and g. Any other relevant considerations. <p>vi. Disclosure of potential conflicts of interest. Recipients must disclose in writing to your CPF Grant Officer any potential conflict of interest.</p>
Award Term and Condition for Recipient Integrity and Performance Matters	<p>If the total Federal share of the Federal award may include more than \$500,000 over the period of performance, the following award term and condition applies as written:</p> <p>Reporting of Matters Related to Recipient Integrity and Performance</p> <p>1. <i>General Reporting Requirement</i></p> <p>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 (FAPIIS)) 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.</p> <p>2. <i>Proceedings About Which You Must Report</i></p> <p>Submit the information required about each proceeding that:</p> <ul style="list-style-type: none"> a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;

	<p>b. Reached its final disposition during the most recent five-year period; and</p> <p>c. Is one of the following:</p> <ul style="list-style-type: none"> (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: <ul style="list-style-type: none"> (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. <p>3. <i>Reporting Procedures</i></p> <p>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.</p> <p>4. <i>Reporting Frequency</i></p> <p>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</p>
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	<p>information about the criminal, civil, and administrative proceedings.</p> <p>5. <i>Definitions</i></p> <p>For purposes of this award term and condition:</p> <ol style="list-style-type: none"> 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. 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. Total value of currently active grants, cooperative agreements, and procurement contracts includes— <ol style="list-style-type: none"> Only the Federal share of the funding under any Federal award with a recipient cost share or match; and The value of all expected funding increments under a Federal award and options, even if not yet exercised.
Lead-Based Paint Requirements	<p>If grant funds are used for purchase, lease, support services, operation, or work that may disturb painted surfaces, of pre-1978 housing, you must comply with the lead-based paint evaluation and hazard reduction requirements of HUD's lead-based paint rules (Lead Disclosure; and Lead Safe Housing (<u>24 CFR part 35</u>)), and EPA's lead-based paint rules (e.g., Repair, Renovation and Painting; Pre-Renovation Education; and Lead Training and Certification (<u>40 CFR part 745</u>)).</p>

3.3 Detailed Environmental Review Guidance for FY2023 CPF Grants

An environmental review is the process of reviewing a project and its potential environmental impacts to determine whether it meets federal, state, and local environmental standards. The environmental review process is required for all HUD-assisted projects to ensure that the proposed project does not negatively impact the surrounding environment and that the property site itself will not have an adverse environmental or health effect on end users.

This guidance seeks to clarify the environmental review requirements for the CPF Program for expenditure of funds for planning, administration, management, operations, and maintenance activities, as well as for development projects where construction contracts were entered into, or construction was started prior to the date of legislative enactment (December 29, 2022) and/or completion of a satisfactory environmental review.

3.3.1 Contacts and Project-Specific Assistance

For environmental review purposes, CPF Grantees should contact their CPF Grant Officers and Regional Environmental Officers (REOs). The CPF Grant Officers and REOs can assist in specific project questions and environmental review requirements for individual projects.

HUD will also be providing trainings on environmental review. HUD has also initiated a technical assistance "Ask A Question" (AAQ) Desk for environmental review to support grantees in navigating the environmental review requirements. You can access the AAQ desk here:
<https://www.hudexchange.info/program-support/my-question/>.

Included in Section 5: Attachments is a short guide for requesting support through the AAQ desk (see Attachment 5: Environmental Review Ask-A-Question (AAQ) Guide).

3.3.2 Legal Framework and Policy

Grant Agreement

The first action that grantees should take is to submit your project narrative and project budget to your Grant Officer per the instructions provided in the Grant Guide. Submitting these materials initiates the processing of the Grant Agreement. The Grant Agreement is the legally binding document that outlines requirements and incorporates assurances and certifications for your project. The Grant Agreement must be signed by HUD prior to the grantee drawing down funds for reimbursement.

Environmental Review, Federal Nexus and Choice-Limiting Actions

HUD or the RE will be required to complete an environmental review of ALL work that took place or is proposed to take place following the date of enactment (December 29, 2022). A "Federal Nexus" is defined as the event that, by its occurrence, triggers the requirements for federal environmental review under a host of laws, regulations, and Executive Orders.

The date of legislative enactment is the Federal Nexus for the FY2023 CPF program. The date of enactment (Federal Nexus) for FY2023 CPF grants was on December 29, 2022.

After the Federal Nexus, Grantees are prohibited from taking new choice-limiting actions related to hard costs, including commitment or expenditure of HUD and non-HUD funds, until a satisfactory environmental review has been completed for the aggregated project. HUD's aggregation requirements under 24 CFR 58.32 state that environmental reviews must group together and evaluate as a single project all individual activities which are related either on a geographical or functional basis, or are logical parts of a composite of contemplated actions. A satisfactory environmental review must include analysis of the applicable environmental laws and authorities, a determination that the project activities will not result in environmental harm that cannot be mitigated, consultation with federal/state agencies in a manner that allows for mitigation measures/conditions to be implemented, and a Request for Release of Funds and Certification (RROF/C) for the project that has been approved by the HUD CPD Field Office Director, if required. Most soft costs are covered by HUD's nationwide environmental review for CPF soft costs, can be incurred any time after the date of legislative enactment (Federal Nexus) which occurred on December 29, 2022, and can be drawn down for reimbursement after the Grant Agreement for the project has been executed.

A choice limiting action is any activity that a grantee undertakes, including committing or expending HUD or non-HUD funds, that reduces or eliminates a grantee's opportunity to choose project alternatives that would avoid or minimize environmental impacts or enhance the quality of the human environment.

Examples of Choice Limiting Actions include acquisition, leasing, rehabilitation, demolition, new construction, and ground disturbance work such as clearing, grading or grubbing. HUD's prohibition on choice limiting actions at 24 CFR 58.22 is derived from the regulations of the Council on Environmental Quality implementing the National Environmental Policy Act of 1969 (NEPA), which state that (with certain exceptions), "until an agency issues a finding of no significant impact, as provided in § 1501.6 of this chapter, or record of decision, as provided in § 1505.2 of this chapter, no action concerning the proposal may be taken that would: (1) Have an adverse environmental impact; or (2) Limit the choice of reasonable alternatives." 40 CFR § 1506.1.

In addition, the related environmental laws and authorities with which HUD must comply contain their own procedural requirements which have the effect of limiting actions that may be taken before approval of the environmental review. For example, under the National Historic Preservation Act of 1966 regulations (54 U.S.C. 300101, et seq.; 36 CFR Part 800; see 24 CFR § 50.4(a)(1)), in the early stages of project planning, the agency official must determine whether the proposed federal action is an undertaking as defined by the regulations. The agency must then determine whether it is a type of activity that has the potential to cause effects on historic properties, and if so, seek ways to avoid, minimize or mitigate any adverse effects on the property. Similarly, under Section 7 of the Endangered Species Act (16 U.S.C. 1536), the agency must ensure that any action it authorizes, funds, or carries out is not likely to jeopardize the continued existence of a listed species in the wild or destroy or adversely modify critical habitat.

FY2023 Community Project Funding Grant Guide (Version 1.0)

Taking new choice-limiting actions is not permitted after the date of enactment (December 29, 2022) until the environmental review process is complete. In addition, HUD will not be able to fund a project where work that occurred after the date of enactment (December 29, 2022) has resulted in environmental harm or where environmental compliance with one or more of the laws and authorities cannot be achieved.

Programmatic Environmental Review for Planning, Administration, Operations and Maintenance
HUD has completed a nationwide Part 50 Programmatic Environmental Review covering CPF soft costs for planning, administration, operations, and maintenance activities under the CPF program. Grantees can incur reimbursable soft costs any time after the date of enactment (December 29, 2022) and following execution of the Grant Agreement, grantees may draw down funds for eligible planning, administration, operations and costs categorized as maintenance activities under CPD Notice 16-02: Guidance for Categorizing an Activity for Maintenance.

Work Under Contract

Grantees can proceed with work covered by contracts that predate the date of enactment (identified by HUD as the Federal Nexus triggering federal environmental and historic preservation laws and regulations) at your own risk.

If your organization is under a legally binding construction contract prior to the date of enactment (December 29, 2022), work funded by non-federal funds may proceed to the extent practical and to the extent permitted in accordance with the previously executed contract. After the date of enactment (December 29, 2022), grantees may not enter into additional construction contracts or make other choice limiting commitments or actions, including making a commitment of HUD or non-HUD funds to the project, until an environmental review by a Responsible Entity (RE) under 24 CFR Part 58 is completed and a Request for Release of Funds and Certification (RROF/C) is approved by the HUD CPD Field Office Director via certification of the 7015.16 Authority to Use Grant Funds in HEROS, if applicable; or an environmental review by HUD under 24 CFR Part 50 is completed.

Hard Costs

HUD or the RE is required to complete a satisfactory environmental review of ALL work that took place or is proposed to take place following the date of enactment (December 29, 2022). Grantees can undertake project activities covered by contracts that were entered into prior to the date of enactment and can incur reimbursable hard costs related to construction and ground-breaking activities occurring any time after the date of enactment (December 29, 2022) at their own risk. If work that has taken place after the date of enactment (December 29, 2022) causes unmitigable environmental harm, is prohibited under environmental laws or HUD's environmental regulations (e.g., damaging endangered species habitat, impacting a structure eligible for listing on the National Register of Historic Places, or work within a regulatory floodway), or precludes completion of federal consultation requirements, those project activities cannot be funded.

If a project is unable to satisfactorily complete an environmental review, HUD can potentially fund other project activities that do not require aggregation with the work started after the date of enactment, such as operations and maintenance or program services. Contact your CPF Grant Officer to discuss additional project activities that may be able to be funded on an as needed basis.

Grant funds can be drawn down for reimbursement of eligible costs after execution of the Grant Agreement for the project.

3.3.3 CPF Environmental Review Scenarios

The below scenarios offer consideration of some common scenarios received from grantees to date about the status of their projects and next steps.

In order for HUD's Congressional Grants Division (CGD) and the Office of Environment and Energy (OEE) to best assist you in determining your next steps, you should submit your project narrative and budget to your Grant Officer within CGD. This will enable HUD to:

- 1) initiate the Grant Agreement, and
- 2) work with grantees to determine the level of environmental review necessary for the project.

3.3.4 Questions and Answer/Project Scenarios

1. Can I use my planning and administration funds prior to completion of my environmental review?

ANSWER:

- Prior to the completion of the aggregated environmental review for the project, grantees can incur reimbursable soft costs for planning and administration any time after the date of enactment (December 29, 2022).
- A list of covered CPF soft costs can be found in HUD's Part 50 Programmatic Environmental Review for CPF Soft Costs and such costs can be drawn down for reimbursement after execution of the Grant Agreement.

2. Can I use my planning and administration funds to cover the costs to complete an environmental review?

ANSWER:

- Yes. The costs to complete an environmental review are eligible under the planning, administration, management, and maintenance activities covered by HUD's programmatic environmental review discussed in Scenario 1 above.
- Again, grantees may incur reimbursable soft costs any time after the date of enactment (December 29, 2022), but in order to draw down funds for reimbursement the grantee must have a fully executed Grant Agreement.

3. I was awarded a grant that is for a 100% planning activity. Do I have to complete an environmental review?

ANSWER:

- Based on your project narrative, your Grant Officer will confirm that your project is for planning only activities.
- As mentioned above, HUD has completed a programmatic environmental review for all planning activities within the Community Project Funding portfolio.
- Thus, if you have a planning only grant, you do not have to conduct a new environmental review because the review has already been completed by HUD. You must have a fully executed Grant Agreement to draw down HUD funds for reimbursement of eligible activities.

4. I completed my project before receiving a signed grant agreement from HUD. Can I be reimbursed?

ANSWER:

- Some activities may be reimbursable depending on their timing and nature.
- Soft costs covered by HUD's programmatic review that were incurred after the date of enactment (December 29, 2022) can be reimbursed after the execution of the Grant Agreement.
- Eligible hard costs incurred after the date of enactment (December 29, 2022) are reimbursable after the execution of the Grant Agreement, with the completion of a satisfactory environmental review covering the aggregated project. See Federal Nexus and Choice-Limiting Actions section above for more information on HUD's project aggregation principles and what is included in a satisfactory environmental review process.
- For activities that fall outside of the scope of eligibility for reimbursement, HUD may be able to fund a related activity associated with the completed project. HUD's CPF Grant Officers will work with you to determine if there are other elements of the CPF-referenced project that can be funded in keeping with the intent of Congress.

5. I have started construction on my project with non-HUD funds, but plan to use HUD funds for a portion of my project:

- a. Do I have to stop work on the project if the work was under contract prior to the date of enactment (December 29, 2022)?**

ANSWER:

- HUD is not directing grantees to stop construction work in instances where a construction contract was entered into prior to the date of enactment (December 29, 2022). In such cases, work funded by non-federal funds may proceed to the extent practical, and to the extent permitted in accordance with the previously executed contract. Grantees may not enter into additional construction contracts or make other choice-limiting commitments or actions, including commitments of HUD or additional non-HUD funds to the project after the date of enactment (December 29, 2022) without the completion of a satisfactory environmental review covering the aggregated scope of the project. An environmental review must be completed before HUD funds and new commitments of non-HUD funds can be used on a project.

- However, HUD does recommend that grantees stop work after the date of enactment (December 29, 2022), as a best practice. If any work conducted results in environmental harm that cannot be mitigated (e.g., damaging endangered species habitat, impacting a structure eligible for listing on the National Register of Historic Places), or precludes completion of federal consultation requirements, those project activities cannot be funded. For these reasons, continuing with work has risk of ineligibility for funding.

b. Do I have to stop work on a project if there isn't a contract in place?

ANSWER:

- If you are using your own workforce to do the work and can stop work – i.e., there is no preexisting legal obligation with another party to continue the construction activities – you must pause construction (where practical) until the environmental review is completed.

c. How is the environmental review conducted when the project is underway under an existing contract?

ANSWER:

- As of the date of enactment on December 29, 2022, federal compliance requirements apply to the project and HUD funds cannot be expended on work that results in environmental harm that cannot be mitigated. A satisfactory environmental review is necessary to determine the environmental impacts of the project.
- Existing contracts or commitments entered into and completed prior to the date of enactment (December 29, 2022) cannot be reimbursed and do not need to be included in the satisfactory environmental review.
- Contracts or commitments that were entered into prior to enactment, but consist of work that will continue after enactment, may proceed at their own risk, as a satisfactory environmental review is required for all activities taking place after receipt of the date of enactment (December 29, 2023). However, the project scope may require aggregation with previously undertaken project activities under HUD's aggregation regulations at 24 CFR 58.32.
- Analysis with the environmental laws and authorities must be conducted and determine that there hasn't been environmental harm that cannot be mitigated, and that consultation with federal/state agencies is conducted in a manner that allows for mitigation measures/conditions to be implemented.

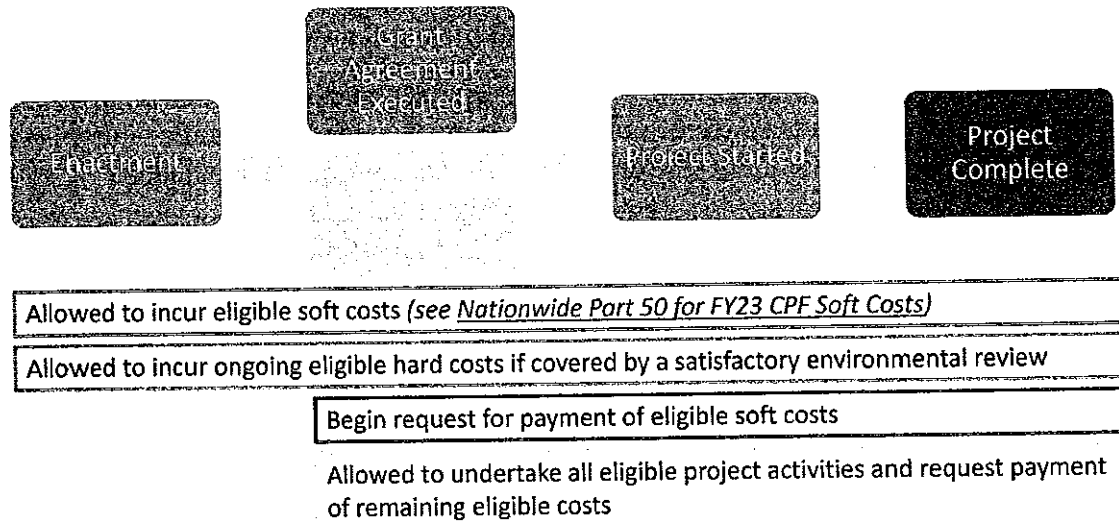
Note: If a satisfactory environmental review cannot be completed due to environmental harm, work with your Grant Officer and Regional Environmental Officer to determine next steps.

6. I have a completed environmental review, but I do not have an executed Grant Agreement. Can I start using HUD funds?

ANSWER:

- Soft costs covered by HUD's programmatic review for CPF soft costs can be incurred any time after the date of enactment (December 29, 2022) and can be drawn down for reimbursement after the execution of the Grant Agreement.
- Eligible hard costs can be incurred after the date of enactment (December 29, 2022) and can be drawn down for reimbursement after the execution of the Grant Agreement and the completion of a satisfactory environmental review for the aggregated project.

Figure 1: FY2023 CPF Payment Request Process Flow



3.3.5 Resources

Applicable Appropriations Act:

FY23 Consolidated Appropriations Act

CPF Program Resources:

CPF Landing Page

CPF Grant Officer Portfolio Assignments

CPF Environmental Review Resources:

HUD Environmental Contacts

Guidance for Documenting the Environmental Review Record for CPF Grants

Request for Release of Funds (RROF) Point-of-Contact for CPF Grants

Ask A Question (AAQ) Help Desk for CPF

Sample MOA between a Responsible Entity and CPF Non-profit Grantee

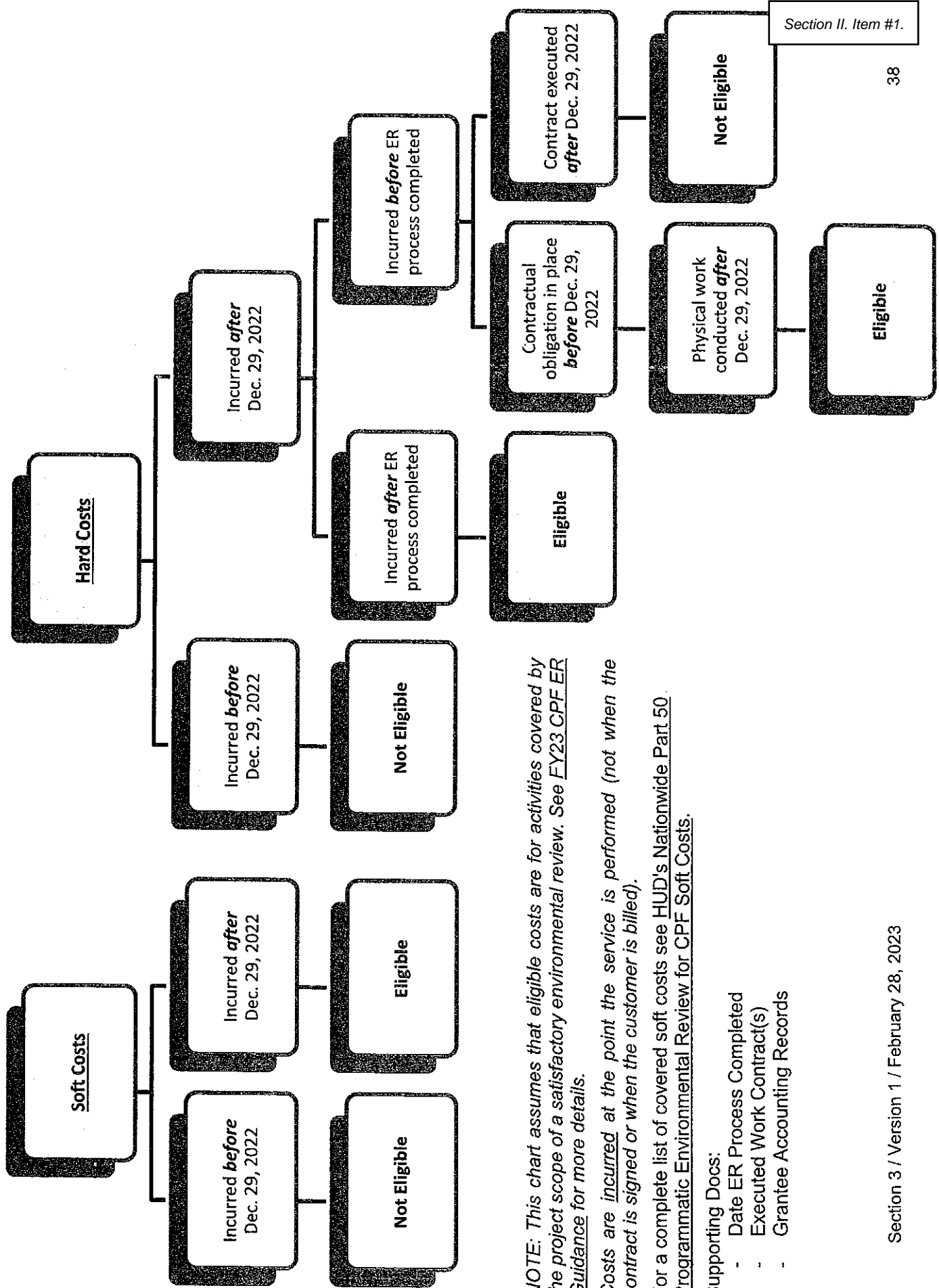
General Environmental Review Resources:

24 CFR Part 58: Procedures for Entities Assuming HUD Environmental Responsibilities

HEROS - HUD Environmental Review Online System
Environmental Review Training

HUD's Nationwide Part 50 Programmatic Environmental Review for CPF Soft Costs:
FY23 Part 50 CPF-Soft-Costs-Nationwide-Programmatic E

FY2023 CPF Payment Eligibility Chart



NOTE: This chart assumes that eligible costs are for activities covered by the project scope of a satisfactory environmental review. See FY23 CPF ER Guidance for more details.

Costs are *incurred* at the point the service is performed (not when the contract is signed or when the customer is billed).

For a complete list of covered soft costs see HUD's Nationwide Part 50 Programmatic Environmental Review for CPF Soft Costs.

Supporting Docs:

- Date ER Process Completed
- Executed Work Contract(s)
- Grantee Accounting Records

SECTION 4: CONTACT INFORMATION FOR GRANT OFFICERS AND REGIONAL ENVIRONMENTAL OFFICERS

Below is a link to the CPF Grants: Grant Officer Portfolio Assignments and Regional Environmental Officers contact information for your state.

<https://www.hud.gov/sites/dfiles/CPD/documents/Community-Project-Funding-Portfolio-Assignments.pdf>

SECTION 5: ATTACHMENTS

Attachment 1: Grant Agreement Submission Checklist

Attachment 2: Website Links to Key Forms and Form Instructions

Attachment 3: SF-1199A – Direct Deposit Sign-Up Form

Attachment 4: HUD-27056 Form - Change of Address Request

Attachment 5: Environmental Review Ask-A-Question (AAQ) Guide

Attachment 1: Grant Agreement Submission Checklist

To assist you with completing the required materials, please make sure that you have completed the following:

- ☐ The grantee has an active registration on the SAM.gov system.
- ☐ The legal name of the funding recipient in the SF-424's Block 8 is the same as the entity named in the JES.
- ☐ The amount of the requested grant is the same as the amount authorized in the JES.
- ☐ The SF-424 is complete, properly executed, and dated.
- ☐ The SF-424-B, if required, is properly executed and dated.
- ☐ The SF-424-D, if required, is properly executed and dated.
- ☐ The SF-LLL is complete, properly executed, and dated.
- ☐ The project narrative describes the ENTIRE project and indicates the specific activities that will be financed with CPF grant funds.
- ☐ The project budget is consistent with the requirements of the applicable appropriations act and cost principles in 2 CFR part 200.
- ☐ Indirect Cost Rate
 - Will you charge Indirect Costs to the Grant? ☐ Yes ☐ No
 - If yes, are you opting for following:
 - De Minimis Rate (10% of MTDC)
 - Federally Negotiated Indirect Cost Rate Agreement:
 - Approving Agency: _____
 - Approved Rate and Base: _____
 - Is Appendix 3 of the Grant Agreement filled out as appropriate?

Attachment 2: Website Links to Key Forms and Form Instructions

Below are website links to key forms and form instructions for your FY2023 CPF Grant.

- **Form HUD-1044, Assistance Award/Amendment Form**
 - <https://www.hud.gov/sites/documents/1044.pdf>
- **Standard Form, Application for Federal Assistance SF-424**
 - <https://www.hudexchange.info/resource/306/hud-form-sf424/>
 - Form: https://apply07.grants.gov/apply/forms/sample/SF424_4_0-V4.0.pdf
 - Instructions: https://apply07.grants.gov/apply/forms/instructions/SF424_4_0-V4.0-Instructions.pdf
- **Standard Form 424B, Assurances - Non-Construction Programs**
 - <https://www.grants.gov/forms/sf-424-family.html>
 - Form: <https://apply07.grants.gov/apply/forms/sample/SF424B-V1.1.pdf>
 - Instructions: <https://apply07.grants.gov/apply/forms/instructions/SF424B-V1.1-Instructions.pdf>
- **Standard Form 424D, Assurances for Construction Programs**
 - <https://www.grants.gov/forms/sf-424-family.html>
 - Form: <https://apply07.grants.gov/apply/forms/sample/SF424D-V1.1.pdf>
 - Instructions: <https://apply07.grants.gov/apply/forms/instructions/SF424D-V1.1-Instructions.pdf>
- **SFLL Disclosure of Lobbying Activities (as applicable)**
 - <https://www.hudexchange.info/resource/308/hud-form-sflll/>
- **SF 1199A Direct Deposit Sign Up Form (Also see Attachment 3)**
 - https://www.hud.gov/sites/documents/DOC_8841.PDF

Attachment 3: SF-1199A – Direct Deposit Sign-Up Form

https://www.hud.gov/program_offices/cfo/finsys/eLOCCS_Access/finset_dd

Standard Form 1199A
(Rev. February 2020)
Prescribed by Treasury Department
Treasury Dept. Cir. 1078

OMB No. 1530-0066

DIRECT DEPOSIT SIGN-UP FORM

DIRECTIONS

- To sign up for Direct Deposit, the payee is to read the back of this form and fill in the information requested in Sections 1 and 2. Then take or mail this form to the financial institution. The financial institution will verify the information in Sections 1 and 2, and will complete Section 3. The completed form will be returned to the Government agency identified below.
- A separate form must be completed for each type of payment to be sent by Direct Deposit.
- The claim number and type of payment are printed on Government checks. (See the sample check on the back of this form.) This information is also stated on beneficiary/annuitant award letters and other documents from the Government agency.
- Payees must keep the Government agency informed of any address changes in order to receive important information about benefits and to remain qualified for payments.

SECTION 1 (TO BE COMPLETED BY PAYEE)

A NAME OF PAYEE (last, first, middle initial)		D TYPE OF DEPOSITOR ACCOUNT <input type="checkbox"/> CHECKING <input type="checkbox"/> SAVINGS	
ADDRESS (street, route, P.O. Box, APO/FPO)		E DEPOSITOR ACCOUNT NUMBER	
CITY	STATE	ZIP CODE	
TELEPHONE NUMBER AREA CODE		F TYPE OF PAYMENT (Check only one)	
B NAME OF PERSON(S) ENTITLED TO PAYMENT		<input type="checkbox"/> Social Security <input type="checkbox"/> Supplemental Security Income <input type="checkbox"/> Railroad Retirement <input type="checkbox"/> Civil Service Retirement (OPM) <input type="checkbox"/> VA Compensation or Pension	
		<input type="checkbox"/> Fed. Salary/MIL. Civilian Pay <input type="checkbox"/> MIL. Active <input type="checkbox"/> MIL. Retiree <input type="checkbox"/> MIL. Survivor <input type="checkbox"/> Other (specify)	
C CLAIM OR PAYROLL ID NUMBER		G THIS BOX FOR ALLOTMENT OF PAYMENT ONLY (if applicable)	
Prefix Suffix		TYPE AMOUNT	
PAYEE/JOINT PAYEE CERTIFICATION		JOINT ACCOUNT HOLDERS' CERTIFICATION	
I certify that I am entitled to the payment identified above, and that I have read and understood the back of this form. In signing this form, I authorize my payment to be sent to the financial institution named below to be deposited to the designated account.		I certify that I have read and understood the back of this form, including the SPECIAL NOTICE TO JOINT ACCOUNT HOLDERS.	
SIGNATURE	DATE	SIGNATURE	DATE
SIGNATURE	DATE	SIGNATURE	DATE

SECTION 2 (TO BE COMPLETED BY PAYEE OR FINANCIAL INSTITUTION)

GOVERNMENT AGENCY NAME	GOVERNMENT AGENCY ADDRESS

SECTION 3 (TO BE COMPLETED BY FINANCIAL INSTITUTION)

NAME AND ADDRESS OF FINANCIAL INSTITUTION		ROUTING NUMBER	CHECK DIGIT
		DEPOSITOR ACCOUNT TITLE	
FINANCIAL INSTITUTION CERTIFICATION			
I confirm the identity of the above-named payee(s) and the account number and title. As representative of the above-named financial institution, I certify that the financial institution agrees to receive and deposit the payment identified above in accordance with 31 CFR Parts 240, 209, and 210.			
PRINT OR TYPE REPRESENTATIVE'S NAME	SIGNATURE OF REPRESENTATIVE	TELEPHONE NUMBER	DATE

Financial institutions should refer to the GREEN BOOK for further instructions.
THE FINANCIAL INSTITUTION SHOULD MAIL THE COMPLETED FORM TO THE GOVERNMENT AGENCY IDENTIFIED ABOVE

Reset

GOVERNMENT AGENCY COPY

1199-207

Attachment 4: HUD-27056 Form - Change of Address Request<https://www.hud.gov/sites/documents/27056.PDF>**Change of Address Request
for Recipients of HUD Grants
or Contracts****U.S. Department of Housing
and Urban Development**
Office of the Chief Human Capital Officer


Instructions: This form is to be completed by recipients of HUD Grants or Contracts when their address changes. Please note the maximum characters per area. Characters in excess of the maximum will be truncated. The recipient shall submit this request to the appropriate Field/Program Office for approval. Once approved, the Field/Program Office will forward the request to Accounting for processing. After being processed, the U.S. Department of Housing and Urban Development will send all future correspondence to the new address.

Recipient's Tax Identification Number (9 characters)	Effective Date of Address Change
Current Information	
Recipient's Name (33 characters max.)	
Address (33 characters per line max.)	
City (22 characters max.)	State (2 chars.) Zip Code (5 or 9 characters)
Contact Name	Phone Number (include area code)
Enter the Requested Changes	
Recipient's Name (33 characters max.)	
Address (33 characters per line max.)	
City (22 characters max.)	State (2 chars.) Zip Code (5 or 9 characters)
Contact Name	Phone Number (include area code)
Name and Signature of the Recipient Official Authorized to sign the Grant Agreement / Contract	
X	
Approval (only necessary on requests for a recipient name change)	Name and Signature of the HUD Program Official Authorized to sign the Grant Agreement / Contract
X	

Attachment 5: Environmental Review Ask-A-Question (AAQ) Guide

We are excited to announce that the Ask-A-Question tool on HUD Exchange has been expanded to provide technical assistance for Community Project Funding (CPF). You can access the website by going to <https://www.hudexchange.info/program-support/my-question/>.

The first step in submitting a question is to fill in the Personal Information fields. All the fields are required.

Step 1 of 2 

Personal Information* Required fields

*First Name

*Last Name

*State

Select

*City/Town

*County

Select

*Phone Number

Format: xxx-xxx-xxxx x____ (Extension Optional)

*Email Address

*Confirm Email

Once you have entered your personal information, please select I am a... "HUD Grantee." If your organization or community is listed, please select the correct grantee name.

*I am a

HUD Grantee

*Which Grantee are you?

Select

Step 2 

If you do not find your entity's name, select "Other – Please Specify" in the I am box and you will be able to provide the entity name in the Other box.

*I am a

Other - Please Specify

*Other

Step 2 

Once you have identified yourself, select the button for Step 2.

You will be taken to Step 2 of 2 after a prompt to review your personal information. Please select "CPF: Community Project Fund" in the My question is related to... box. Then add a subject line, enter your question, and upload any applicable documents. Submit your question.

PAPERWORK REDUCTION ACT

Economic Development, Community Project Funding/Congressionally Directed Spending
U.S. Department of Housing and Urban Development
OMB Approval No 2506-0217

Public Reporting Burden for this collection of information is estimated to average 2 hours per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of information. Response to this collection of information is mandatory to obtain a benefit. The information requested does not lend itself to confidentiality. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number.

Assistance Award/Amendment**U.S. Department of Housing
and Urban Development**
Office of Administration

1. Assistance Instrument <input type="checkbox"/> Cooperative Agreement <input checked="" type="checkbox"/> Grant		2. Type of Action <input checked="" type="checkbox"/> Award <input type="checkbox"/> Amendment																			
3. Instrument Number B-23-CP-FL-0378	4. Amendment Number	5. Effective Date of this Action	6. Control Number																		
7. Name and Address of Recipient Town of Eatonville, Florida 307 E. Kennedy Blvd. Eatonville, FL 32751 EIN: UEI:		8. HUD Administering Office CPD, Congressional Grants Division 451 7th Street, SW, Rm 7146 Washington, DC 20410-7000																			
10. Recipient Project Manager Angie Gardner		9. HUD Government Technical Representative Lauren Thomas Lauren.Thomas@hud.gov																			
11. Assistance Arrangement <input type="checkbox"/> Cost Reimbursement <input type="checkbox"/> Cost Sharing <input checked="" type="checkbox"/> Fixed Price	12. Payment Method <input type="checkbox"/> Treasury Check Reimbursement <input type="checkbox"/> Advance Check <input checked="" type="checkbox"/> Automated Clearinghouse	13. HUD Payment Office Chief Financial Officer																			
14. Assistance Amount <table border="1"> <tr><td>Previous HUD Amount</td><td></td></tr> <tr><td>HUD Amount this Action</td><td>\$2,000,000.00</td></tr> <tr><td>Total HUD Amount</td><td>\$2,000,000.00</td></tr> <tr><td>Recipient Amount</td><td></td></tr> <tr><td>Total Instrument Amount</td><td>\$2,000,000.00</td></tr> </table>		Previous HUD Amount		HUD Amount this Action	\$2,000,000.00	Total HUD Amount	\$2,000,000.00	Recipient Amount		Total Instrument Amount	\$2,000,000.00	15. HUD Accounting and Appropriation Data <table border="1"> <tr> <td>15a. Appropriation Number</td> <td>15b. Reservation Number EDE 23</td> </tr> <tr> <td>Amount Previously Obligated</td> <td></td> </tr> <tr> <td>Obligation by this Action</td> <td></td> </tr> <tr> <td>Total Obligation</td> <td></td> </tr> </table>		15a. Appropriation Number	15b. Reservation Number EDE 23	Amount Previously Obligated		Obligation by this Action		Total Obligation	
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Obligation by this Action																					
Total Obligation																					

16. Description

Town Shoppe Eatonville Affordable Housing Initiative

This Award consists of the following items which are appended to and hereby made part of this Award:

(A) Cover Page - HUD 1044

(B) Grant Agreement

Instructions:

NO PROJECT FUNDS may be committed to the project or drawn down prior to environmental release of funds approval.

Locate your nearest HUD Regional Environmental Officer at

<https://www.hudexchange.info/programs/environmental-review/hud-environmental-staff-contacts/-region-i-regional-and-field-environmental-officers>.

Disclaimer: The information on this form is to be used only for purposes of recordkeeping and facilitating communication between the Recipient identified in box 7 above (which is also referred to as the "Grantee") and the U.S. Department of Housing and Urban Development ("HUD") in relation to the award identified above ("this award").

This document does NOT constitute the grant agreement for this award.

The terms and conditions for this award are as specified in the grant agreement signed by HUD and the Grantee

17. <input type="checkbox"/> Recipient is required to sign and return three (3) copies of this document to the HUD Administering Office.	18. <input checked="" type="checkbox"/> Recipient is not required to sign this document.
19. Recipient (By Name): Angie Gardner	20. HUD (By Name): Robin J. Keegan
Signature of Recipient	Date

Previous Editions are Obsolete

form HUD-1044 (8/90)
Ref. Handbook 2210.17

**FY 2023 COMMUNITY PROJECT FUNDING
GRANT AGREEMENT NO. B-23-CP-FL-0378**

Section II. Item #1.

Grantee Name: Town of Eatonville, Florida
Grantee Address: 307 E. Kennedy Blvd. Eatonville, FL 32751
Grantee's Unique Entity Identifier (UEI):
Grantee's Employer Identification Number (EIN)
Federal Award Identification Number (FAIN) B-23-CP-FL-0378
Assistance Listing Number and Name 14.251 Economic Development Initiative,
Community Project Funding, and Miscellaneous Grants
Period of Performance/Budget Period Start Date Date of grant obligation
Period of Performance/Budget Period End Date August 31, 2031

This Grant Agreement between the Department of Housing and Urban Development (HUD) and Town of Eatonville, Florida (the Grantee) is made pursuant to the authority of the Consolidated Appropriations Act, 2023 (Public Law 117-328) and the Explanatory Statement for Division L of that Act, which was printed in the Senate section of the Congressional Record on December 20, 2022 (Explanatory Statement).

In reliance upon and in consideration of the mutual representations and obligations under this Grant Agreement, HUD and the Grantee agree as follows:

ARTICLE I. Definitions

The definitions at 2 CFR 200.1 apply to this Grant Agreement, except where this Grant Agreement specifically states otherwise.

Budget period is defined in 2 CFR 200.1 and begins and ends on the dates specified above for the Period of Performance/Budget Period Start Date and Period of Performance/Budget Period End Date.

Period of Performance is defined in 2 CFR 200.1 and begins and ends on the dates specified above for the Period of Performance/Budget Period Start Date and Period of Performance/Budget Period End Date.

ARTICLE II. Total Grant Amount

Subject to the provisions of the Grant Agreement, HUD will make grant funds in the amount of \$2,000,000 available to the Grantee.

ARTICLE III. Award-Specific Requirements

A. Federal Award Description. The Grantee must use the Federal funds provided under this Grant Agreement (Grant Funds) to carry out the Grantee's "Project." Unless changed in accordance with Article III, section C of this Grant Agreement, the Grantee's Project shall be as described in the Project Narrative that is approved by HUD as of the date that HUD signs this Grant Agreement. For reference, HUD will attach this approved Project Narrative as Appendix 1 to the Grant Agreement on the date that HUD signs this Grant Agreement.

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F. The Grantee must use the Grant Funds only for costs (including indirect costs) that meet the applicable requirements in 2 CFR part 200 (including appendices). The Grantee's indirect cost rate information is as provided in Appendix 3 to this Grant Agreement. Unless the Grantee is an Institution of Higher Education, the Grantee must immediately notify HUD upon any change in the Grantee's indirect cost rate during the Period of Performance, so that HUD can amend the Grant Agreement to reflect the change if necessary. Consistent with 2 CFR Part 200, Appendix III (C.7), if the Grantee is an Institution of Higher Education and has a negotiated rate in effect on the date this Grant Agreement is signed by HUD, the Grantee may use only that rate for its indirect costs during the Period of Performance.

G. The Grantee must comply with any specific award conditions that HUD may attach to this Grant Agreement as provided by 2 CFR 200.208. If applicable, these conditions will be listed or added as Appendix 5 to this Grant Agreement.

H. The Grantee is responsible for managing the Project and ensuring the proper use of the Grant Funds. The Grantee is also responsible for ensuring the completion of the Project, the grant closeout, and compliance with all applicable federal requirements. The Grantee may subaward all or a portion of its funds to one or more subrecipients, as identified in the Project Narrative (Appendix 1) or as may be approved by HUD in accordance with 2 CFR 200.308. All subawards made with funding under this Grant Agreement are subject to the subaward requirements under 2 CFR Part 200, including 2 CFR 200.332, and other requirements provided by this Grant Agreement. The Grantee is responsible for ensuring each subrecipient complies with all requirements under this Grant Agreement, including the general federal requirements in Article IV. A subaward may be made to a for-profit entity only if HUD expressly approves that subaward and the for-profit entity is made subject to the same Federal requirements that apply to all other subrecipients, including the requirements 2 CFR part 200 provides for a "non-Federal entity" that receives a subaward.

ARTICLE IV. General Federal Requirements

A. If the Grantee is a unit of general local government, a State, an Indian Tribe, or an Alaskan Native Village, the Grantee is the Responsible Entity (as defined in 24 CFR part 58) and agrees to assume all of the responsibilities for environmental review and decision-making and action, as specified and required in regulations issued by the Secretary pursuant to section 305(c) of the Multifamily Housing Property Disposition Reform Act of 1994 and published in 24 CFR Part 58.

B. If the Grantee is a housing authority, redevelopment agency, academic institution, hospital or other non-profit organization, the Grantee shall request the unit of general local government, Indian Tribe or Alaskan Native Village, within which the Project is located and which exercises land use responsibility, to act as Responsible Entity and assume all of the responsibilities for environmental review and decision-making and action as specified in paragraph A above, and the Grantee shall carry out all of the responsibilities of a grantee under 24 CFR Part 58.

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I. Unless the Grantee is exempt from the Byrd Amendment as explained below, the Grantee must comply with the provisions of Section 319 of Public Law 101-121, 31 U.S.C. 1352, (the Byrd Amendment) and 24 CFR Part 87, which prohibit recipients of Federal contracts, grants, or loans from using appropriated funds for lobbying the executive or legislative branches of the Federal Government in connection with a specific contract, grant, loan, or cooperative agreement. The Grantee must include in its award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements), the requirements for the certification required by Appendix A to 24 CFR Part 87 and for disclosure using Standard Form- LLL (SF-LLL), "Disclosure of Lobbying Activities." In addition, the Grantee must obtain the executed certification required by Appendix A and an SF-LLL from all covered persons. "Person" is as defined by 24 CFR Part 87. Federally recognized Indian tribes and TDHEs established by Federally recognized Indian tribes as a result of the exercise of the tribe's sovereign power are excluded from coverage of the Byrd Amendment. State-recognized Indian tribes and TDHEs established only under state law must comply with this requirement.

J. The Grantee must comply with drug-free workplace requirements in Subpart B of 2 CFR Part 2429, which adopts the governmentwide implementation (2 CFR Part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988, Pub. L. 100-690, Title V, Subtitle D (41 U.S.C. 701-707).

K. The Grantee must comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) as implemented by regulations at 49 CFR Part 24. The URA applies to acquisitions of real property and relocation occurring as a direct result of the acquisition, rehabilitation, or demolition of real property for Federal or Federally funded programs or projects. Real property acquisition that receives Federal financial assistance for a program or project, as defined in 49 CFR 24.2, must comply with the acquisition requirements contained in 49 CFR part 24, subpart B. Unless otherwise specified in law, the relocation requirements of the URA and its implementing regulations at 49 CFR part 24, cover any displaced person who moves from real property or moves personal property from real property as a direct result of acquisition, rehabilitation, or demolition for a program or project receiving HUD financial assistance

L. If Grant Funds are used for purchase, lease, support services, operation, or work that may disturb painted surfaces, of pre-1978 housing, you must comply with the lead-based paint evaluation and hazard reduction requirements of HUD's lead- based paint rules (Lead Disclosure; and Lead Safe Housing (24 CFR part 35)), and EPA's lead- based paint rules (e.g., Repair, Renovation and Painting; Pre-Renovation Education; and Lead Training and Certification (40 CFR part 745)).

M. The Grantee must comply with Section 3 of the Housing and Urban Development Act of 1968 (Section 3), 12 U.S.C. 1701u, and HUD's regulations at 24 CFR part 75, as applicable, including the reporting requirements in 24 CFR 75.25. Grants made to Tribes and TDHEs are subject to Indian Preference requirements in Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)). As stated in 24 CFR 75.3(c), grants to Tribes and TDHEs are subject to Indian Preference requirements in lieu of Section 3. Grantees that are not exempt from Section 3 must submit annual reports of Section 3

D. The Grantee must only enter activities in DRGR that are described in the Approved Budget.

E. The Grantee must expend all Grant Funds in accordance with the activity and budget information in DRGR.

F. Each drawdown of Grant Funds constitutes a representation by the Grantee that the funds will be used in accordance with this Grant Agreement.

G. The Grantee must use DRGR to track the use of program income and must report the receipt and use of program income in the reports the Grantee submits to HUD under Article VI of this Grant Agreement. The Grantee must expend program income before drawing down Grant Funds through DRGR.

H. Notwithstanding any other provision of this grant agreement, HUD will not be responsible for payment of any Grant Funds after the date Treasury closes the account in accordance with 31 U.S.C. § 1552. Because Treasury may close the account up to one week before the September 30 date specified by 31 U.S.C. § 1552, the Grantee is advised to make its final request for payment under the grant no later than September 15, 2031.

ARTICLE VI. Program-Specific Reporting Requirements

In addition to the general reporting requirements that apply under other provisions of this Agreement, the following program-specific reporting requirements apply to the Grantee:

A. The Grantee must submit a performance report in DRGR on a semi-annual basis and must include a completed Federal financial report as an attachment to each performance report in DRGR. Performance reports shall consist of a narrative of work accomplished during the reporting period. During the Period of Performance, the Grantee must submit these reports in DRGR no later than 30 calendar days after the end of the 6-month reporting period. The first of these reporting periods begins on the first of January or June (whichever occurs first) after the date this Grant Agreement is signed by HUD.

B. The performance report must contain the information required for reporting program performance under 2 CFR 200.329(c)(2) and (d), including a comparison of actual accomplishments to the objectives of the Project as described in Article III, section A of this Grant Agreement, the reasons why established goals were not met, if appropriate, and additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

C. Financial reports must be submitted using DRGR or such future collections HUD may require and as approved by OMB and listed on the Grants.gov website (<https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html>).

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requirements of 2 CFR part 200, subpart E); a certification of the costs; and the amounts and sources of other project funds.

4. A final performance report providing a comparison of actual accomplishments with the objectives of the Project, the reasons for slippage if established objectives were not met and additional pertinent information including explanation of significant cost overruns.
5. A final property report, if specifically requested by HUD at the time of closeout.

ARTICLE VIII. Default

A default under this Grant Agreement shall consist of any use of Grant Funds for a purpose other than as authorized by this Grant Agreement, any noncompliance with statutory, regulatory, or other requirements applicable to the Grant Funds, any other material breach of this Grant Agreement, or any material misrepresentation in the Grantee's submissions to HUD in anticipation of this award. If the Grantee fails to comply with the terms and conditions of the Grant Agreement, HUD may adjust specific conditions of this Grant Agreement as described in 2 CFR part 200, as may be amended from time to time. If HUD determines that noncompliance cannot be remedied by imposing additional conditions, HUD may take one or more of the remedies for noncompliance described in 2 CFR part 200, as may be amended from time to time. HUD may also terminate all or a part of this award as provided by 2 CFR 200.340 and other applicable provisions of 2 CFR part 200, as may be amended from time to time. Nothing in this Grant Agreement shall be construed as creating or justifying any claim against the Federal government or the Grantee by any third party.

APPENDIX 1 – Project Narrative

APPENDIX 3 – Grantee's Indirect Cost Rate Information

Subject to the applicable requirements in 2 CFR part 200 (including its appendices), the Grantee will use an indirect cost rate as represented by the Grantee below:

- ☐ The Grantee will not use an indirect cost rate to charge its indirect costs to the grant.
- ☐ The Grantee will use the indirect cost rate(s) identified in the table below to charge its indirect costs to the grant.

Agency/Dept./Major Function	Indirect cost rate	Direct Cost Base
_____	_____ %	_____
_____	_____ %	_____

[PLEASE NOTE: The grantee must check one of the two boxes above. If the second box is checked, the corresponding table must be filled out as described below.]

The table must include each indirect cost rate that will be used to calculate the Grantee's indirect costs under the grant. The table must also specify the type of direct cost base to which each included rate applies (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rate information for subrecipients.

For government entities, enter each agency or department 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), and the type of direct cost base to which the rate will be applied.

For nonprofit organizations that use the Simplified Allocation Method for indirect costs or elects to use the de minimis rate of 10% of Modified Total Direct Costs in accordance with 2 CFR 200.414, enter the applicable indirect cost rate and type of direct cost base in the first row of the table.

For nonprofit organizations that use 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.]

(ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on the Grantee's 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

During any period of time when the Grantee is subject to the requirement in paragraph 1 of this award term and condition, the Grantee must 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. The Grantee does not need to submit the information a second time under assistance awards that the Grantee received if the Grantee already provided the information through SAM because the Grantee was required to do so under Federal procurement contracts that the Grantee was awarded.

4. Reporting Frequency

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

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

APPENDIX 6 – Conflict of Interest Requirements

1. *Conflicts Subject to Procurement Regulations.* When procuring property or services, the grantee and its subrecipients shall comply with the applicable conflict-of-interest rules in 2 CFR 200.317 and 2 CFR 200.318(c). In all cases not governed by 2 CFR 200.317 and 2 CFR 200.318(c), the Grantee and its subrecipients must follow the requirements contained in paragraphs 2-5 below.

2. *General prohibition.* No person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee or subrecipient and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have a financial interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has immediate family or business ties, during his or her tenure or for one year thereafter. Immediate family ties include (whether by blood, marriage or adoption) the spouse, parent (including a stepparent), child (including a stepchild), sibling (including a stepsibling), grandparent, grandchild, and in-laws of a covered person.

3. *Exceptions.* HUD may grant an exception to the general prohibition in paragraph (ii) upon the Grantee's written request and satisfaction of the threshold requirements in paragraph (iv), if HUD determines the exception will further the Federal purpose of the award and the effective and efficient administration of the Grantee's Project, taking into account the cumulative effects of the factors in paragraph (v).

4. *Threshold requirements for exceptions.* HUD will consider an exception only after the Grantee has provided the following documentation:

a. A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how that disclosure was made; and

b. An opinion of the Grantee's attorney that the interest for which the exception is sought would not violate state or local law.

5. *Factors to be considered for exceptions.* In determining whether to grant a requested exception after the Grantee has satisfactorily met the threshold requirements in paragraph (iii), HUD will consider the cumulative effect of the following factors, where applicable:

a. Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project that would otherwise not be available;

b. Whether an opportunity was provided for open competitive bidding or negotiation;

c. Whether the person affected is a member of a group or class of low- or moderate-income persons intended to be the beneficiaries of the assisted activity, and the exception

APPENDIX 7 – Award Term and Condition Regarding Trafficking in Persons

The following award term and condition, which is required by 2 CFR part 175, applies as written:

a. Provisions applicable to a grantee that is a private entity.

1. You as the grantee, your employees, subrecipients under this award, and subrecipients' employees may not—

- i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- ii. Procure a commercial sex act during the period of time that the award is in effect; or
- iii. Use forced labor in the performance of the award or subawards under the award.

2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity:

- i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
- ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—

A. Associated with performance under this award; or

B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by HUD at 2 CFR 2424.

b. Provision applicable to a grantee other than a private entity.

We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

- 1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
- 2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either:

3. "Private entity":

i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

ii. Includes:

A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

B. A for-profit organization.

4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

Department of Economic Opportunity (DEO)

Federally Funded Community Development Block Grant Mitigation Program (CDBG-MIT)

Award Amount
\$5,986,105.00

Grantee
Town of Eatonville

Project
Water System Hardening and Resiliency Improvement

Project Scope
The purpose of the Eatonville Water System Hardening and Resiliency Improvement Project is to harden the water system's resilience and reliability in the event of hurricane and consequent emergencies and to harden critical system facilities against direct effects of natural disasters. The Project addresses the poor condition and performance of the existing water system's assets through system-wide improvements.

Grant status
Grant Administrative Services RFP was just approved by Council and RFP for Engineering Services will be advertised.

State of Florida
Department of Economic Opportunity

Federally Funded
Community Development Block Grant
Mitigation Program (CDBG-MIT)
Subrecipient Agreement

THIS SUBRECIPIENT AGREEMENT is entered into by the State of Florida, Department of Economic Opportunity, (hereinafter referred to as "DEO") and Town of Eatonville, FL hereinafter referred to as the "Subrecipient"), each individually a "Party" and collectively "the Parties."

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

WHEREAS, pursuant to Public Law (P.L.) P.L. 115-123 Bipartisan Budget Act of 2018 and Additional Supplemental Appropriations for Disaster Relief Act 2018 (approved February 9, 2018), and P.L. 116-20 Supplemental Appropriations for Disaster Relief Requirements Act, 2019 (approved June 6, 2019), Division B, Subdivision 1 of the Bipartisan Budget Act of 2018, P.L. 115-56, the "Continuing Appropriations Act, 2018"; and the requirements of the Federal Register (FR) notices entitled "Allocations, Common Application, Waivers, and Alternative Requirements for Community Development Block Grant Mitigation Grantees", 84 FR 45838 (August 30, 2019) and "Allocations, Common Application, Waivers, and Alternative Requirements for Community Development Block Grant Disaster Recovery Grantees" (CDBG Mitigation) 86 FR 561 (January 6, 2021); (hereinafter collectively referred to as the "Federal Register Guidance"), the U.S. Department of Housing and Urban Development (hereinafter referred to as "HUD") has awarded Community Development Block Grant-Mitigation (CDBG-MIT) funds to DEO for mitigation activities authorized under Title I of the Housing and Community Development Act of 1974 (HCDA) (42 United States Code (U.S.C.) § 5301 *et seq.*) and applicable implementing regulations at 24 C.F.R. part 570 and consistent with the Appropriations Act.

WHEREAS, CDBG-MIT funds made available for use by the Subrecipient under this Agreement constitute a subaward of the DEO Federal award, the use of which must be in accordance with requirements imposed by Federal statutes, regulations and the terms and conditions of DEO's Federal award.

WHEREAS, the Subrecipient has legal authority to enter into this Agreement and by signing this Agreement, the Subrecipient represents and warrants to DEO that it will comply with all the requirements of the subaward described herein.

WHEREAS, all CDBG-MIT activities carried out by the Subrecipient will: (1) meet the definition of mitigation activities. For the purpose of this funding, mitigation activities are defined as those activities that increase resilience to disasters and reduce or eliminate the long-term risk of loss of life, injury, damage to and loss of property, and suffering and hardship, by lessening the impact of future disasters; (2) address the current and future risks as identified in DEO's Mitigation Needs Assessment of most impacted and distressed area(s); (3) be CDBG-eligible activities under the HCDA or otherwise eligible pursuant to a waiver or alternative requirement; and (4) meet a national objective, including additional criteria for mitigation activities and a Covered Project.

NOW THEREFORE, DEO and the Subrecipient agree to the following:

(1) SCOPE OF WORK

The Scope of Work for this Agreement includes Attachment A, Project Description and Deliverables. With respect to Attachment B, Project Budget, and Attachment C, Activity Work Plan, the Subrecipient shall submit to DEO such Attachments in conformity with the current examples attached hereto as necessary and appropriate. Provided further, if there is a disagreement between the Parties, with respect to the formatting and contents of such attachments, then DEO's decisions with respect to same shall prevail, at DEO's sole and absolute discretion.

(2) INCORPORATION OF LAWS, RULES, REGULATIONS AND POLICIES

Subrecipient has diligently reviewed this Agreement and is a sophisticated organization having experience managing projects with funds made available through federal grants. Subrecipient is familiar with DEO's grant agreement with HUD, has reviewed applicable CDBG-MIT regulations and guidelines, will conduct, and will ensure its activities are in compliance with DEO's grant agreement with HUD and all applicable CDBG-MIT regulations and guidelines. Subrecipient agrees to abide by all applicable State and Federal laws, rules and regulations as now in effect and as may be amended from time to time, including but not limited to, the Federal laws and regulations set forth in 24 CFR Part 570, applicable Federal Register Notices, the State's Action Plan, and all applicable CDBG-MIT regulations and guidelines.

Subrecipient shall ensure that all its activities under this Contract shall be conducted in conformance with these provisions, as applicable: 45 CFR Part 75, 29 CFR Part 95, 2 CFR Part 200, 20 CFR Part 601, 24 CFR Part 570 subpart I, *et seq.*, and all other applicable federal laws, regulations, and policies governing the funds provided under this Agreement as now in effect and as may be amended from time to time.

(3) PERIOD OF AGREEMENT

This Agreement is effective as of the date DEO executes this Agreement (the "Effective Date") and ends forty-eight (48) months after execution by DEO, unless otherwise terminated as set forth herein.

(4) RENEWAL AND EXTENSION

This Agreement shall not be renewed. DEO shall not grant any extension of this Agreement unless the Subrecipient provides justification satisfactory to DEO in its sole discretion and DEO's Director of the Division of Community Development approves such extension in writing

(5) MODIFICATION OF AGREEMENT

Modifications to this Agreement shall be valid only when executed in writing by the Parties. Any modification request by the Subrecipient constitutes a request to negotiate the terms of this Agreement. DEO may accept or reject any proposed modification based on DEO's sole determination and absolute discretion, that any such acceptance or rejection is in the State's best interest.

(6) RECORDS

(a) The Subrecipient's performance under this Agreement shall be subject to 2 CFR part 200 – Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards as now in effect and as may be amended from time to time.

(b) Representatives of DEO, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability, and representatives of the Federal government and their duly authorized representatives shall have access to any of the Subrecipient's books, documents, papers and records, including electronic storage media, as

they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.

(c) The Subrecipient shall maintain books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of funds provided by DEO under this Agreement.

(d) The Subrecipient will provide to DEO all necessary and appropriate financial and compliance audits in accordance with Paragraph (7), Audit Requirements and Attachments I and J herein and ensure that all related party transactions are disclosed to the auditor.

(e) The Subrecipient shall retain sufficient records to show its compliance with the terms of this Agreement and the compliance of all subrecipients, contractors, subcontractors and consultants paid from funds under this Agreement for a period of six (6) years from the date DEO issues the final closeout for this award. The Subrecipient shall also comply with the provisions of 24 CFR 570.493 and 24 CFR 570.502(a)(7)(ii). The Subrecipient shall further ensure that audit working papers are available upon request for a period of six (6) years from the date DEO issues the final closeout of this Agreement, unless extended in writing by DEO. The six-year period may be extended for the following reasons:

1. Litigation, claim or audit initiated before the six-year period expires or extends beyond the six-year period, in which case the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

2. Records for the disposition of non-expendable personal property valued at \$1,000 or more at the time of acquisition shall be retained for six (6) years after final disposition.

3. Records relating to real property acquired shall be retained for six (6) years after the closing on the transfer of title.

(f) The Subrecipient shall maintain all records and supporting documentation for the Subrecipient and for all contractors, subcontractors and consultants paid from funds provided under this Agreement, including documentation of all program costs in a form sufficient to determine compliance with the requirements and objectives of the scope of work and all other applicable laws and regulations.

(g) The Subrecipient shall either (i) maintain all funds provided under this Agreement in a separate bank account or (ii) ensure that the Subrecipient's accounting system shall have sufficient internal controls to separately track the expenditure of all funds from this Agreement. Provided further, that the only option available for advanced funds is to maintain such advanced funds in a separate bank account. There shall be no commingling of funds provided under this Agreement with any other funds, projects or programs. DEO may, in its sole discretion, disallow costs made with commingled funds and require reimbursement for such costs as described herein, Subparagraph (22)(e), Repayments.

(h) The Subrecipient, including all of its employees or agents, contractors, subcontractors and consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to representatives of DEO, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the Federal government or their duly authorized representatives. "Reasonable" shall ordinarily mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

(7) AUDIT REQUIREMENTS

(a) The Subrecipient shall conduct a single or program-specific audit in accordance with the provisions of 2 CFR part 200 if it expends seven hundred fifty thousand dollars (\$750,000) or more in Federal awards from all sources during its fiscal year.

(b) Within sixty (60) calendar days of the close of Subrecipient's fiscal year, on an annual basis, the Subrecipient shall electronically submit a completed Audit Compliance Certification to audit@deo.myflorida.com, and DEO's grant manager; a blank version of which is attached hereto as Attachment J. The Subrecipient's timely submittal of one completed Audit Compliance Certification for

each applicable fiscal year will fulfill this requirement within all agreements (e.g., contracts, grants, memorandums of understanding, memorandums of agreement, economic incentive award agreements, etc.) between DEO and the Subrecipient.

(c) In addition to the submission requirements listed in Attachment I, Audit Requirements, the Subrecipient shall send an electronic copy of its audit report to DEO's grant manager for this Agreement by June 30 following the end of each fiscal year in which it had an open CDBG-MIT subgrant.

(d) Subrecipient shall also comply with the Federal Audit Clearinghouse rules and directives, including but not limited to the pertinent Report Submissions provisions of 2 C.F.R. 200.512, when such provisions are applicable to this Agreement.

(8) REPORTS

Subrecipient shall provide DEO with all reports and information set forth in Attachment G, Reports. The monthly reports and administrative closeout reports must include the current status and progress of Subrecipient and all subcontractors in completing the work described in the Scope of Work, Attachment A, Project Description and Deliverables, and the expenditure of funds under this Agreement. Within 10 calendar days of a request by DEO, Subrecipient shall provide additional program updates or information. Without limiting any other remedy available to DEO, if all required reports and copies are not sent to DEO or are not completed in a manner acceptable to DEO, payments may be withheld until the reports are completed to DEO's satisfaction. DEO may also take other action as stated in Paragraph (13) Remedies or otherwise allowable by law.

(9) INSPECTIONS AND MONITORING

(a) Subrecipient shall cooperate and comply with DEO, HUD, and auditors with any inspections and will immediately provide access to records and financial statements as deemed necessary by DEO, HUD, and their respective auditors at least in accordance with requirements of 2 CFR part 200 and 24 CFR 570.489.

(b) Subrecipient shall cooperate and comply with monitoring of its activities as deemed necessary by DEO to ensure that the subaward is used for authorized purposes in compliance with federal statutes, regulations, and this Agreement.

(c) Without limiting the actions DEO, HUD, or their respective investigators may take, monitoring procedures will include at a minimum: (1) reviewing financial and performance reports required by DEO; (2) following-up and ensuring Subrecipient takes timely and appropriate action on all deficiencies pertaining to the federal award provided to Subrecipient from DEO as detected through audits, on-site reviews and other means; and (3) issuing a management decision for audit findings pertaining to this Federal award provided to Subrecipient from DEO as required by 2 CFR §200.521.

(d) Corrective Actions: DEO may issue management decisions and may consider taking enforcement actions if noncompliance is detected during audits. DEO may require Subrecipient to take timely and appropriate action on all deficiencies pertaining to the federal award provided to Subrecipient from the pass-through entity as detected through audits, on-site reviews and other means. In response to audit deficiencies or other findings of noncompliance with this agreement, DEO may in its sole discretion and without advance notice, impose additional conditions on the use of the CDBG-MIT funds to ensure future compliance or provide training and technical assistance as needed to correct noncompliance. DEO may also take other action as stated in Paragraph (13) Remedies or otherwise allowable by law.

(10) DUPLICATION OF BENEFITS

Subrecipient shall not carry out any of the activities under this Agreement in a manner that results in a prohibited duplication of benefits as defined by Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1974 (42 U.S.C. 5155 *et seq.*) and described in Appropriations Acts. Subrecipient must comply with HUD's requirements for duplication of benefits, as described in the Federal Register and

HUD guidance (including HUD training materials). Subrecipient shall carry out the activities under this Agreement in compliance with DEO's procedures to prevent duplication of benefits. Subrecipient shall sign a Subrogation Agreement (See Attachment M).

(11) LIABILITY

(a) If Subrecipient is a state agency or subdivision, as defined in Section 768.28(2), F.S., pursuant to Section 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability for the other Party for the other Party's negligence.

(b) Subrecipient assumes sole responsibility for the training and oversight of the parties it deals with or employs to carry out the terms of this Agreement to the extent set forth in Section 768.28, Florida Statutes. Subrecipient shall hold DEO harmless against all claims of whatever nature arises from the work and services performed by third parties under this Agreement. For purposes of this Agreement, Subrecipient agrees that it is not an employee or agent of DEO but is an independent contractor.

(c) Subrecipient agrees to be fully responsible for its negligent or tortious acts or omissions, which result in claims or suits against DEO. Subrecipient agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in Section 768.28, F.S. Nothing herein shall be construed as consent by DEO to be sued by third parties in any matter arising out of any agreement, contract or subcontract.

(d) Nothing herein is intended to serve as a waiver of sovereign immunity by DEO or the Subrecipient.

(12) EVENTS OF DEFAULT

If any of the following events occur ("Events of Default"), DEO may, in its sole and absolute discretion, elect to terminate any obligation to make any further payment of funds, exercise any of the remedies available through this Agreement or pursue any remedy at law or in equity, without limitation:

(a) Any warranty or representation made by Subrecipient, in this Agreement or any previous agreement with DEO, is or becomes false or misleading in any respect, or if Subrecipient fails to keep or perform any of the obligations, terms, or covenants in this Agreement or any previous agreement with DEO or HUD, and/or has not cured them in timely fashion and/or is unable or unwilling to meet its obligations under this Agreement and/or as required by statute, rule, or regulation;

(b) Any material adverse change occurs in the financial condition of Subrecipient at any time during the term of this Agreement and the Subrecipient fails to cure this adverse change within thirty (30) calendar days from the date written notice is sent by DEO;

(c) If Subrecipient fails to submit any required report or submits any required report with incorrect, incomplete, or insufficient information or fails to submit additional information as requested by DEO;

(d) If Subrecipient fails to perform or timely complete any of its obligations under this Agreement, including participating in DEO's Implementation Workshop. The Parties agree that in the event DEO elects to make payments or partial payments after any Events of Default, it does so without waiving the right to exercise any remedies allowable herein or at law and without becoming liable to make any further payment.

(e) Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, in the event of delay from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the Party's performance obligation under this Agreement. If the delay is excusable under this paragraph, the delay will

not result in any additional charge or cost under the Agreement to either Party. In the case of any delay the Subrecipient believes is excusable under this paragraph, Subrecipient shall notify DEO in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) calendar days after the cause that creates or will create the delay first arose, if Subrecipient could reasonably foresee that a delay could occur as a result or (2) within five (5) calendar days after the date Subrecipient first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. **THE FOREGOING SHALL CONSTITUTE SUBRECIPIENT'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. DEO, in its sole discretion, will determine if the delay is excusable under this paragraph and will notify Subrecipient of its decision in writing. No claim for damages, other than an extension of time, shall be asserted against DEO. Subrecipient shall not be entitled to an increase in the Agreement price or payment of any kind from DEO for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist, Subrecipient shall perform at no increased cost, unless DEO determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to DEO or the State, in which case, DEO may do any or all of the following: (1) accept allocated performance or deliveries from Subrecipient, provided that Subrecipient grants preferential treatment to DEO with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by Subrecipient for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity or (3) terminate the Agreement in whole or in part.

(13) REMEDIES

If an Event of Default occurs, DEO may in its sole discretion and without limiting any other right or remedy available, provide thirty (30) calendar days written notice to the Subrecipient and if the Subrecipient fails to cure within those thirty (30) calendar days DEO may choose to exercise one or more of the following remedies, either concurrently or consecutively:

- (a) Terminate this Agreement upon written notice by DEO sent in conformity with Paragraph (17) Notice and Contact;
- (b) Begin any appropriate legal or equitable action to enforce performance of this Agreement;
- (c) Withhold or suspend payment of all or any part of a request for payment;
- (d) Demand Subrecipient return to DEO any funds used for ineligible activities or unallowable costs under this Agreement or any applicable law, rule or regulation governing the use of the funds; and
- (e) Exercise any corrective or remedial actions, including but not limited to:
 1. Request additional information from the Subrecipient to determine the reasons for or the extent of non-compliance or lack of performance;
 2. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected; and/or
 3. Advise the Subrecipient to suspend, discontinue or refrain from incurring costs for any activities in question.
- (f) Exercise any other rights or remedies which may be otherwise available under law.

Pursuit of any of the above remedies does not preclude DEO from pursuing any other remedies in this Agreement or provided at law or in equity. Failure to exercise any right or remedy in this Agreement or failure by DEO to require strict performance does not affect, extend or waive any other right or remedy available or affect the later exercise of the same right or remedy by DEO for any other default by the Subrecipient.

(14) DISPUTE RESOLUTION

DEO shall decide disputes concerning the performance of the Agreement, and document dispute decisions in writing and serve a copy of same to Subrecipient. All decisions are final and conclusive unless the Subrecipient files a petition for administrative hearing with DEO within twenty-one (21) days from the date of receipt of the decision. Exhaustion of administrative remedies prescribed in Chapter 120, F.S., is an absolute condition precedent to Subrecipient's ability to pursue any other form of dispute resolution; provided however, that the Parties may mutually agree to employ the alternative dispute resolution procedures outlined in Chapter 120, F.S.

(15) Citizen Complaints. The goal of DEO is to provide an opportunity to resolve citizen complaints in a timely manner, usually within fifteen (15) business days of the receipt of the complaint as expected by HUD, if practicable, and to provide the right to participate in the process and appeal a decision when there is reason for an applicant to believe its application was not handled according to program policies. All applications, guidelines and websites will include details on the right to file a complaint or appeal and the process for filing a complaint or beginning an appeal.

The Subrecipient will handle citizen complaints by:

- (a) Conducting investigations, as necessary;
- (b) Finding a resolution; or
- (c) Conducting follow-up actions.

Program Appeals

Applicants may appeal program decisions related to one of the following activities:

- (a) A program eligibility determination;
- (b) A program assistance award calculation; or
- (c) A program decision concerning housing unit damage and the resulting program outcome.

Citizens may file a written complaint or appeal with the Office of Long-Term Resiliency by email at CDBG-DR@deo.myflorida.com or by mail to the following address:

Attention: Office of Long-Term Resiliency
Florida Department of Economic Opportunity
107 East Madison Street
The Caldwell Building, MSC 420
Tallahassee, Florida 32399

HUD Complaints

If the complainant is not satisfied by the Subrecipient's determination or DEO's response, then the complainant may file a written appeal by following the instructions issued in the letter of response. If the complainant has not been satisfied with the response at the conclusion of the complaint or appeals process, a formal complaint may then be addressed directly to the regional Department of Housing and Urban Development (HUD) at:

Department of Housing & Urban Development
Charles E. Bennet Federal Building
400 West Bay Street, Suite 1015
Jacksonville, FL 32202

Fair Housing Complaints

The Florida Office of Long-Term Resiliency operates in Accordance with the Federal Fair Housing Law (The Fair Housing Amendments Act of 1988). Anyone who feels he or she has been discriminated against may file a complaint of housing discrimination: 1-800-669-9777 (Toll Free), 1-800-927-9275 (TTY) or www.hud.gov/fairhousing.

(16) TERMINATION

(a) DEO may immediately suspend or terminate this Agreement for cause by providing written notice, from the date notice is sent by DEO. Cause includes, but is not limited to: an Event of Default as set forth in this Agreement; Subrecipient's improper or ineffective use of funds provided under this Agreement; fraud; lack of compliance with any applicable rules, regulations, statutes, executive orders, HUD guidelines, policies, directives or laws; failure, for any reason, to timely and/or properly perform any of the Subrecipient's obligations under this Agreement; submission of reports that are incorrect or incomplete in any material respect and refusal to permit public access to any document, paper, letter or other material subject to disclosure under law, including Chapter 119, F.S., as amended. The aforementioned reasons for termination are listed in the immediately preceding sentence for illustration purposes but are not limiting DEO's sole and absolute discretion with respect to DEO's right to terminate this Agreement. In the event of suspension or termination, Subrecipient shall not be entitled to recover any cancellation charges or unreimbursed costs.

(b) DEO may unilaterally terminate this Agreement, in whole or in part, for convenience by providing Subrecipient fourteen (14) days written notice from the date notice is sent by DEO, setting forth the reasons for such termination, the effective date and, in the case of partial termination, the portion to be terminated. However, if in the case of partial termination, DEO determines that the remaining portion of the award will not accomplish the purpose for which the award was made, DEO may terminate the portion of the award which will not accomplish the purpose for which the award was made. Subrecipient shall continue to perform any work not terminated. In the event of termination for convenience, Subrecipient shall not be entitled to recover any cancellation charges or unreimbursed costs for the terminated portion of work.

(c) The Parties may terminate this Agreement for their mutual convenience in writing, in the manner agreed upon by the Parties, which must include the effective date of the termination.

(d) In the event that this Agreement is terminated, Subrecipient shall not incur new obligations under the terminated portion of the Agreement after the date Subrecipient has received the notification of termination. Subrecipient shall cancel as many outstanding obligations as possible. DEO shall disallow all costs incurred after Subrecipient's receipt of the termination notice. DEO may, to the extent authorized by law, withhold payments to Subrecipient for the purpose of set-off until the exact amount of damages due to DEO from Subrecipient is determined.

(e) Upon expiration or termination of this Agreement, Subrecipient shall transfer to DEO any CDBG-MIT funds on hand at the time of expiration or termination and any accounts receivable attributable to the use of CDBG-MIT funds.

(f) Any real property under Subrecipient's control that was acquired or improved in whole or in part with CDBG-MIT funds (including CDBG-MIT funds provided to the subrecipient in the form of a loan) in excess of \$25,000 must either:

1. Be used to meet a national objective until five years after expiration or termination of this Agreement, unless otherwise agreed upon by the Parties, or except as otherwise set forth herein; or
2. If not used to meet a national objective, Subrecipient shall pay to DEO an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG-MIT funds for the acquisition or improvement of the property for five years after expiration or termination of this Agreement.

(g) The rights and remedies under this clause are in addition to any other rights or remedies provided by law or under this Agreement.

(17) NOTICE AND CONTACT

(a) All notices provided under or pursuant to this Agreement shall be in writing, either by hand delivery, first class or certified mail with return receipt requested, email with confirmation of receipt of email from Subrecipient, to the representative identified below at the address set forth below or said notification attached to the original of this Agreement.

(b) The name and address of DEO's Grant Manager for this Agreement is:

Kaitlyn Webb
107 E. Madison St.
Tallahassee, Fl 32399
850-717-8546
Kaitlyn.Webb@deo.myflorida.com

(c) The name and address of the Local Government Project Contact for this Agreement is:

Michael Johnson
370 East Kennedy Blvd
Eatonville, Florida 32751
407-960-1361
support@eatonvillecra.org

(d) If different representatives or addresses are designated by either Party after execution of this Agreement, notice of the name, title and address of the new representative will be provided as provided for in this Agreement. Such change shall not require a formal amendment of the Agreement.

(18) CONTRACTS

If the Subrecipient contracts any of the work required under this Agreement, a copy of the proposed contract template and any proposed amendments, extensions, revisions, or other changes thereto, must be forwarded to the DEO grant manager for prior written approval. For each contract, the Subrecipient shall report to DEO as to whether that contractor or any subcontractors hired by the contractor, is a minority vendor, as defined in Section 288.703, F.S. The Subrecipient shall comply with the procurement standards in 2 CFR §200.318 - §200.327 and §200.330 when procuring property and services under this Agreement (refer to Attachments D & E).

The Subrecipient shall include the following terms and conditions in any contract pertaining to the work required under this Agreement:

- (a) the period of performance or date of completion;
- (b) the performance requirements;
- (c) that the contractor is bound by the terms of this Agreement;
- (d) that the contractor is bound by all applicable State and Federal laws, rules, and regulations;
- (e) that the contractor shall hold DEO and Subrecipient harmless against all claims of whatever nature arising out of the contractor's performance of work under this Agreement;
- (f) the obligation of the Subrecipient to document in Subrecipient's reports the contractor's progress in performing its work under this Agreement;
- (g) the requirements of 2 CFR Appendix II to Part 200 – Contract Provision for Non-Federal Entity Contract Under Federal Awards – (refer to Attachment L)

Subrecipient must comply with CDBG regulations regarding debarred or suspended entities (24 CFR 570.489(l)), pursuant to which CDBG funds must not be provided to excluded or disqualified persons and provisions addressing bid, payment, performance bonds, if applicable, and liquidated damages.

Subrecipient shall maintain oversight of all activities performed under this Agreement and shall ensure that its contractors perform according to the terms and conditions of the procured contracts or agreements and the terms and conditions of this Agreement.

(19) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the Parties. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement; and this Agreement supersedes all previous understandings. No waiver by DEO may be effective unless made in writing by an authorized DEO official.

(20) ATTACHMENTS

- (a) If any inconsistencies or conflict between the language of this Agreement and the attachments arise, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.
- (b) This Agreement contains the following attachments:
 - Attachment A – Project Description and Deliverables
 - Attachment B – Project Budget (Example)
 - Attachment C – Activity Work Plan (Example)
 - Attachment D – Program and Special Conditions
 - Attachment E – State and Federal Statutes, Regulations and Policies
 - Attachment F – Civil Rights Compliance
 - Attachment G – Reports
 - Attachment H – Warranties and Representations
 - Attachment I – Audit Requirements and Exhibit 1 to Attachment I – Funding Sources
 - Attachment J – Audit Compliance Certification
 - Attachment K – SERA Access Authorization Form (form provided after execution of this agreement)
 - Attachment L – 2 CFR Appendix II to Part 200
 - Attachment M – Subrogation Agreement

(21) FUNDING/CONSIDERATION

(a) The funding for this Agreement shall not exceed **Five Million Nine Hundred Eight Six Thousand One Hundred Five Dollars and Zero Cents (\$5,986,105.00)** subject to the availability of funds. The State of Florida and DEO's performance and obligation to pay under this Agreement is contingent upon annual appropriations by the Legislature and subject to any modification in accordance with Chapter 216, F.S. or the Florida Constitution.

(b) DEO will provide funds to Subrecipient by issuing a Notice of Subgrant Award/Fund Availability ("NFA") through DEO's financial management information system. Each NFA may contain specific terms, conditions, assurances, restrictions or other instructions applicable to the funds provided by the NFA. By accepting funds made available through an NFA, Subrecipient agrees to comply with all terms, conditions, assurances, restrictions or other instructions listed in the NFA.

(c) By execution of this Agreement, Subrecipient certifies that necessary written administrative procedures, processes and fiscal controls are in place for the operation of its CDBG-MIT program for which Subrecipient receives funding from DEO. These written administrative procedures, processes and fiscal controls must, at minimum, comply with applicable state and federal law, rules, regulations, guidance and the terms of this Agreement. Subrecipient agrees to comply with all the terms and conditions of Attachment D, Program and Special Conditions.

(d) Subrecipient shall expend funds only for allowable costs and eligible activities, in accordance with the Scope of Work.

(e) Subrecipient shall request all funds in the manner prescribed by DEO. The authorized signatory for the Subrecipient set forth on the SERA Access Authorization Form must approve the submission of each Request for Funds ("RFF") on behalf of Subrecipient. SERA Access Authorization Form will be provided after the execution of this Agreement.

(f) Except as set forth herein, or unless otherwise authorized in writing by DEO, costs incurred for eligible activities or allowable costs prior to the effective date of this Agreement are ineligible for funding with CDBG-MIT funds.

(g) If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the Federal Office of Management and Budget, the Florida Legislature, the State Chief Financial Officer or under Subparagraph (23), Mandated Conditions of this Agreement, all obligations on the part of DEO to make any further payment of funds will terminate and the Subrecipient shall submit its administrative closeout report and subgrant agreement closeout package as directed by DEO within thirty (30) calendar days from receipt of notice from DEO.

(h) Subrecipient is ultimately responsible for the administration of this Agreement, including monitoring and oversight of any person or entity retained or hired by Subrecipient.

(i) All expenditures under this Agreement shall be made in accordance with this Agreement and any applicable state or federal statutes, rules, or regulations.

(j) Funding for this Agreement is appropriated under Public Law 115-254, Division I, the "Supplemental Appropriations for Disaster Relief Act, 2018" and Public Law 116-20, the "Additional Supplemental Appropriations for Disaster Relief Act, 2019" for the purpose of assisting in long-term recovery from major disasters that occurred in 2017, 2018, and 2019 in accordance with the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. 5121 et seq., (the "Stafford Act").

(k) CDBG-DR funds, appropriated and identified by Public Law, are governed by one or more Federal Register notices that contain requirements, applicable waivers, and alternative requirements that apply to the use of these funds.

(22) REPAYMENTS

(a) Subrecipient shall only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period. Subrecipient shall ensure that its contractors, subcontractors, and consultants only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period.

(b) In accordance with Section 215.971, F.S., Subrecipient shall refund to DEO any unobligated funds which have been advanced or paid.

(c) Subrecipient shall refund to DEO any funds paid in excess of the amount to which the Subrecipient or its contractors, subcontractors or consultants are entitled under the terms and conditions of this Agreement.

(d) Subrecipient shall refund to DEO any funds received for an activity if the activity does not meet one of the three National Objectives listed in 24 CFR § 570.483(b), (c) and (d); provided, however, the Subrecipient is not required to repay funds for subgrant administration unless DEO, in its sole discretion, determines Subrecipient is at fault for the ineligibility of the activity in question.

(e) Subrecipient shall refund to DEO any funds not spent in accordance with the conditions of this Agreement or applicable law. Such reimbursement shall be sent to DEO, by the Subrecipient, within thirty (30) calendar days from Subrecipient's receipt of notification of such non-compliance.

(f) In accordance with Section 215.34(2), F.S., if a check or other draft is returned to DEO for collection, the Subrecipient shall pay to DEO a service fee of \$15.00 or five percent of the face amount of the returned check or draft, whichever is greater. All refunds or repayments to be made to DEO under this Agreement are to be made payable to the order of "Department of Economic Opportunity" and mailed directly to DEO at the following address:

Department of Economic Opportunity
Community Development Block Grant Programs Cashier
107 East Madison Street -- MSC 420
Tallahassee, Florida 32399-6508

(23) MANDATED CONDITIONS

(a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations and materials submitted or provided by the Subrecipient in this Agreement, in any later submission or response to a DEO request or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations and materials are incorporated herein by reference.

(b) This Agreement shall be construed under the laws of the State of Florida and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. The Parties explicitly waive any right to jury trial.

(c) If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then that provision shall be null and void only to the extent of the conflict or unenforceability, and that provision shall be severable from and shall not invalidate any other provision of this Agreement.

(d) Any power of approval or disapproval granted to DEO under the terms of this Agreement shall survive the term of this Agreement.

(e) This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(f) Subrecipient shall comply with all applicable local, state and federal laws, including the Americans With Disabilities Act of 1990, as amended (P.L. 101-336, 42 U.S.C. § 12101 *et seq.*); the Florida Civil Rights Act, as amended, Chapter 760, Florida Statutes; Title VII of the Civil Rights Act of 1964, as amended; and laws which prohibit discrimination by public and private entities on in employment, public accommodations, transportation, state and local government services and telecommunications.

(g) Pursuant to Section 287.133(2)(a), F.S., a person or affiliate, as defined in Section 287.133(1), F.S., who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public

building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of thirty-five thousand dollars (\$35,000) for a period of thirty-six (36) months following the date of being placed on the convicted vendor list. By executing this Agreement, the Subrecipient represents and warrants that neither it nor any of its affiliates is currently on the convicted vendor list. The Subrecipient shall disclose if it or any of its affiliates is placed on the convicted vendor list.

(h) Pursuant to Section 287.134(2)(a), F.S., an entity or affiliate, as defined in Section 287.134(1), who has been placed on the discriminatory vendor list may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity. By executing this Agreement, the Subrecipient represents and warrants that neither it nor any of its affiliates is currently on the discriminatory vendor list. The Subrecipient shall disclose if it or any of its affiliates is placed on the discriminatory vendor list.

(i) All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

(j) In the event travel is pre-approved by DEO, any bills for travel expenses shall be submitted and reimbursed in accordance with Section 112.061, F.S., the rules promulgated thereunder and 2 CFR § 200.474.

(k) If Subrecipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to DEO or be applied against DEO's obligation to pay the Agreement award amount.

(l) Subrecipient acknowledges being subject to Florida's Government in the Sunshine Law (Section 286.011, F.S.) with respect to the meetings of Subrecipient's governing board or the meetings of any subcommittee making recommendations to the governing board. Subrecipient agrees that all such aforementioned meetings shall be publicly noticed, open to the public and the minutes of all the meetings shall be public records made available to the public in accordance with Chapter 119, F.S.

(m) Subrecipient shall comply with section 519 of P. L. 101-144, the Department of Veterans Affairs and Housing and Urban Development, and Independent Agencies Appropriations Act, 1990; and section 906 of P.L. 101-625, the Cranston-Gonzalez National Affordable Housing Act, 1990, by having, or adopting within ninety (90) days of execution of this Agreement, and enforcing, the following:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

(n) Upon expiration or termination of this Agreement, Subrecipient shall transfer to DEO any CDBG-MIT funds remaining at the time of expiration or termination, and any accounts receivable attributable to the use of CDBG-MIT funds.

(24) LOBBYING PROHIBITION

(a) No funds or other resources received from DEO under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

(b) The Subrecipient certifies, by its signature to this Agreement, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of

Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any general loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement;

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Subrecipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

3. Subrecipient shall require that this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose as described in this Agreement. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.

(25) COPYRIGHT, PATENT AND TRADEMARK

Any and all patent rights accruing under or in connection with the performance of this Agreement are hereby reserved to the State of Florida. Any and all copyrights accruing under or in connection with the performance of this Agreement are hereby transferred by Subrecipient to the State of Florida.

(a) If the Subrecipient has a pre-existing patent or copyright, Subrecipient shall retain all rights and entitlements to that pre-existing patent or copyright unless this Agreement expressly provides otherwise.

(b) If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement or in any way connected with it, Subrecipient shall refer the discovery or invention to DEO for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films or other copyrightable material are produced, Subrecipient shall notify DEO. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Subrecipient to the State of Florida.

(c) Within thirty (30) calendar days of execution of this Agreement, Subrecipient shall disclose all intellectual properties relating to the performance of this Agreement which give rise to a patent or copyright. Subrecipient shall retain all rights and entitlements to any pre-existing intellectual property which is so disclosed. Failure to disclose will indicate that no such property exists, and DEO shall have the right to all patents and copyrights which accrue during performance of this Agreement.

(26) LEGAL AUTHORIZATION

(a) Subrecipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. Subrecipient certifies that the undersigned person has the authority to legally execute and bind the Subrecipient to the terms of this Agreement. DEO may, at its discretion, request documentation evidencing the undersigned has authority to bind Subrecipient to this Agreement as of the date of execution; any such documentation is incorporated herein by reference.

(b) Prior to the execution of this Agreement, Subrecipient warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, investigation or any other legal or financial condition that would in any way prohibit, restrain or diminish Subrecipient's ability to satisfy its obligations.

Subrecipient shall immediately notify DEO in writing if its ability to perform is compromised in any manner during the term of this Agreement.

(27) PUBLIC RECORD RESPONSIBILITIES

(a) In addition to Subrecipient's responsibility to directly respond to each request it receives for records, in conjunction with this Agreement and to provide the applicable public records in response to such request, Subrecipient shall notify DEO of the receipt and content of all such requests by sending an email to PRRequest@deo.myflorida.com within one (1) business day from receipt of the request.

(b) Subrecipient shall keep and maintain public records required by DEO to perform the Subrecipient's responsibilities hereunder. Subrecipient shall, upon request from DEO's custodian of public records, provide DEO with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, F.S., or as otherwise provided by law. Subrecipient shall allow public access to all documents, papers, letters or other materials made or received by the Subrecipient in conjunction with this Agreement, unless the records are exempt from Article I, Section 24(a) of the Florida Constitution and Section 119.07(1), F.S. For records made or received by Subrecipient in conjunction with this Agreement, Subrecipient shall respond to requests to inspect or copy such records in accordance with Chapter 119, F.S. For all such requests for records that are public records, as public records are defined in Section 119.011, F.S., Subrecipient shall be responsible for providing such public records per the cost structure provided in Chapter 119, F.S., and in accordance with all other requirements of Chapter 119, F.S., or as otherwise provided by law.

(c) This Agreement may be terminated by DEO for refusal by Subrecipient to comply with Florida's public records laws or to allow public access to any public record made or received by the Subrecipient in conjunction with this Agreement.

(d) If, for purposes of this Agreement, Subrecipient is a "contractor" as defined in Section 119.0701(1)(a), F.S. ("Subrecipient-contractor"), the Subrecipient-contractor shall transfer to DEO, at no cost to DEO, all public records upon completion including termination, of this Agreement or keep and maintain public records required by DEO to perform the service. If Subrecipient-contractor transfers all public records to the public agency upon completion of this Agreement, Subrecipient-contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Subrecipient-contractor keeps and maintains public records upon completion of the Agreement, the Subrecipient-contractor shall meet all applicable requirements for retaining public records in accordance with Chapters 119 and 257, F.S. All records stored electronically must be provided to DEO, upon request from DEO's custodian of public records, in a format that is compatible with the information technology systems of DEO.

(e) If DEO does not possess a record requested through a public records request, DEO shall notify Subrecipient-contractor of the request as soon as practicable, and the Subrecipient-contractor must provide the records to DEO or allow the records to be inspected or copied within a reasonable time, but in all cases within fourteen business days. If the Subrecipient-contractor does not comply with DEO's request for records, DEO shall enforce the provisions set forth in this Agreement. Subrecipient-contractor who fails to provide public records to DEO within a reasonable time may be subject to penalties under Section 119.10, F.S.

(f) Subrecipient shall notify DEO verbally within twenty-four (24) hours and in writing within seventy-two (72) hours if any data in the Subrecipient's possession related to this Agreement is subpoenaed or improperly used, copied or removed (except in the ordinary course of business) by anyone except an authorized representative of DEO. Subrecipient shall cooperate with DEO, in taking all steps as DEO

deems advisable, to prevent misuse, regain possession or otherwise protect the State's rights and the data subject's privacy.

(g) Subrecipient acknowledges DEO is subject to the provisions of Chapter 119, F.S., relating to public records and that reports, invoices and other documents Subrecipient submits to DEO under this Agreement constitute public records under Florida Statutes. Subrecipient shall cooperate with DEO regarding DEO's efforts to comply with the requirements of Chapter 119, F.S.

(h) If Subrecipient submits records to DEO that are confidential and exempt from public disclosure as trade secrets or proprietary confidential business information, such records should be identified as such by Subrecipient prior to submittal to DEO. Failure to identify the legal basis for each exemption from the requirements of Chapter 119, F.S., prior to submittal of the record to DEO serves as the Subrecipient's waiver of a claim of exemption. Subrecipient shall ensure public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement term and following completion of this Agreement if the Subrecipient-contractor does not transfer the records to DEO upon completion, including termination, of this Agreement.

(i) IF SUBRECIPIENT-CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUBRECIPIENT-CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at 850-245-7140, via email at PRRequest@deo.myflorida.com, or by mail at Department of Economic Opportunity, Public Records Coordinator, 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399-4128.

(j) To the extent allowable by law, Subrecipient shall be fully liable for the actions of its agents, employees, partners, contractors and subcontractors and shall fully indemnify, defend, and hold harmless the State and DEO, and their officers, agents and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to public record requests or public record law violation(s), alleged to be caused in whole or in part by the Subrecipient, its agents, employees, partners, contractors or subcontractors, provided, however, Subrecipient does not indemnify for that portion of any costs or damages proximately caused by the negligent act or omission of the State or DEO. DEO, in its sole discretion, has the right, but not the obligation, to enforce this indemnification provision.

(k) DEO does not endorse any Subrecipient, commodity, or service. Subject to Chapter 119, F.S., Subrecipient shall not publicly disseminate any information concerning this Agreement without prior written approval from DEO, including, but not limited to, mentioning this Agreement in a press release or other promotional material, identifying DEO or the State as a reference, or otherwise linking Subrecipient's name and either a description of the Agreement or the name of DEO or the State in any material published, either in print or electronically, to any other entity that is not a Party to this Agreement, except potential or actual employees, agents, representatives or subcontractors with the professional skills necessary to perform the work services required by the Agreement.

(l) Subrecipient shall comply with the requirements set forth in Section 119.0701, F.S., when entering into any public agency contract for services after the Effective Date of this Agreement. Subrecipient shall amend each of the Subrecipient's public agency contracts for services already in effect as of the Effective Date of this Agreement and which contract will or may be funded in whole or in part with any public funds. DEO may terminate this Agreement if the Subrecipient does not comply with this provision.

(28) EMPLOYMENT ELIGIBILITY VERIFICATION

(a) Section 448.095, F.S., requires the following:

1. Every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

2. A private employer shall, after making an offer of employment which has been accepted by a person, verify such person's employment eligibility. A private employer is not required to verify the employment eligibility of a continuing employee hired before January 1, 2021. However, if a person is a contract employee retained by a private employer, the private employer must verify the employee's employment eligibility upon the renewal or extension of his or her contract.

(b) E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at:

<https://www.e-verify.gov/>

(c) If the Recipient does not use E-Verify, the Recipient shall enroll in the E-Verify system prior to hiring any new employee or retaining any contract employee after the effective date of this Agreement.

(29) PROGRAM INCOME

(a) The Subrecipient shall report to DEO all program income (as defined at 24 CFR § 570.500(a) or in the Federal Register Guidance governing the CDBG-MIT funds) generated by activities carried out with CDBG-MIT funds made available under this Agreement as part of the Subrecipient's Quarterly Progress Report. The Subrecipient shall use program income in accordance with the applicable requirements of 24 CFR part 200, 24 CFR part 570.489, 570.500, 570.504 and the terms of this Agreement.

(b) Program income generated after closeout shall be returned to DEO. Program income generated prior to closeout shall be returned to DEO unless the program income is used to fund additional units of CDBG-MIT activities, specified in a modification to this Agreement and duly executed prior to administrative closeout.

(30) NATIONAL OBJECTIVES

All activities funded with CDBG-MIT funds must meet the criteria for one of the CDBG program's National Objectives. The Subrecipient certifies that the activities carried out under this Agreement shall meet the following national objectives and satisfy the following criteria:

- (a) Benefit low- and moderate- income persons;
- (b) Meet a particularly urgent need;
- (c) Aid in the prevention or elimination of slums or blight.

(31) INDEPENDENT CONTRACTOR

(a) In Subrecipient's performance of its duties and responsibilities under this Agreement, it is mutually understood and agreed Subrecipient is at all times acting and performing as an independent contractor. Nothing in this Agreement is intended to or shall be deemed to constitute an employer/employee relationship, partnership or joint venture between the Parties. Subrecipient shall at

all times remain an independent contractor with respect to the services to be performed under this Agreement. Nothing in this Agreement shall be construed to create any agency or employment relationship between DEO Subrecipient, its employees, subcontractors or agents. Neither Party shall have any right, power or authority to assume, create or incur any expense, liability or obligation, express or implied, on behalf of the other.

(b) Subrecipient, its officers, agents, employees, subcontractors or assignees, in performance of this Agreement shall act in the capacity of an independent contractor and not as an officer, employee, agent, joint venturer, or partner of the State of Florida.

(c) Subrecipient shall have sole right to control the manner, method and means by which the services required by this Agreement are performed. DEO shall not be responsible to hire, supervise or pay Subrecipient's employees. Neither Subrecipient, nor its officers, agents, employees, subcontractors or assignees are entitled to State retirement or State leave benefits, or to any other compensation of State employment as a result of performing the duties and obligations of this Agreement.

(d) Subrecipient agrees to take such actions as may be necessary to ensure that each subcontractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, employee, servant, joint venturer or partner of the State of Florida.

(e) Unless justified by the Subrecipient, and agreed to by DEO in the Scope of Work, DEO will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial or clerical support) to the Subrecipient or its subcontractor or assignee.

(f) DEO shall not be responsible for withholding taxes with respect to the Subrecipient's use of funds under this Agreement. Subrecipient shall have no claim against DEO for vacation pay, sick leave, retirement benefits, social security, workers' compensation, health or disability benefits, reemployment assistance benefits or employee benefits of any kind. Subrecipient shall ensure that its employees, subcontractors and other agents, receive benefits and necessary insurance (health, workers' compensation, reemployment assistance benefits) from an employer other than the State of Florida.

(g) Subrecipient, at all times during the Agreement, must comply with the reporting and Reemployment Assistance contribution payment requirements of Chapter 443, F.S.

(h) DEO shall not be responsible for providing any training to Subrecipient, its employees, assigns, agents, representatives or subcontractors in the professional skills necessary to perform the work services required by this Agreement; DEO may provide training in the form of an Implementation Workshop in keeping with implementation

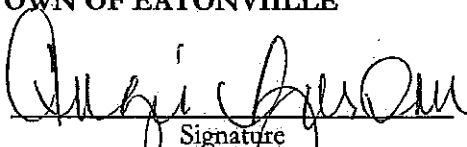
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State of Florida
Department of Economic Opportunity
Federally Funded Subrecipient Agreement
Signature Page

IN WITNESS THEREOF, and in consideration of the mutual covenants set forth above and, in the attachments and exhibits hereto, the Parties executed this Agreement by their duly authorized undersigned officials.

TOWN OF EATONVILLE

By


Signature
Angie Gardner

Title

Mayor

Date

8-18-22

Federal

Tax ID #

42-1603289

UEI#

R981C1U5GLC7

**DEPARTMENT OF ECONOMIC
OPPORTUNITY**

By


Signature
Dane Eagle

Title

Secretary

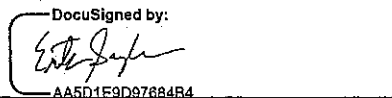
Date

9/27/2022

Approved as to form and legal sufficiency, subject only
to full and proper execution by the Parties.

**OFFICE OF GENERAL COUNSEL
DEPARTMENT OF ECONOMIC OPPORTUNITY**

By:


AA5D1F9D97884B4

Approved Date:

9/14/2022

Attachment A – Scope of Work

1. PROGRAM DESCRIPTION: In April 2018, the U.S. Department of Housing and Urban Development (HUD) announced the State of Florida, Department of Economic Opportunity (DEO) would receive \$633,485,000 in funding to support long-term mitigation efforts following declared disasters in 2016 and 2017 through HUD's Community Development Block Grant Mitigation (CDBG-MIT) program. Awards were distributed on a competitive basis targeting HUD designated Most Impacted and Distressed (MID) Areas, primarily addressing the Benefits to Low-to-Moderate Income (LMI) National Objective. Additional information may be found in the Federal Register, Vol. 84, No. 169.

The Florida Department of Economic Opportunity (DEO) has apportioned the Federal Award to include the following initiatives: Critical Facility Hardening Program \$75,000,000; General Planning Support Program \$20,000,000; General Infrastructure Program \$475,000,000; and State Planning and Administration \$63,485,000.

This award has been granted under the **General Infrastructure Program (GIP)**. Projects eligible for, but not limited to, funding under this program are infrastructure investments related to the following:

- Restoration of critical infrastructure
- Re-nourishment of protective coastal dune systems and state beaches
- Building or fortifying buildings that are essential to the health, safety and welfare of a community
- Rehabilitation or construction of stormwater management systems
- Improvements to drainage facilities
- Reconstruction of lift stations and sewage treatment plants
- Road repair and improvement and bridge strengthening

2. PROJECT DESCRIPTION: The Town of Eatonville, Florida has been awarded Five Million Nine Hundred Eighty Six Thousand One Hundred and Five Dollars and Zero Cents (\$5,986,105.00) in CDBG-MIT (Community Development Block Grant- Mitigation) funding for mitigation efforts to improve the water system's resilience and reliability in the event of a hurricane and consequent emergencies and garden critical system facilities against direct effects of hurricanes. This water system consists broadly of a water treatment plant (WTP), an Elevated Storage Tank (EST), and water system piping, valves, and fire hydrants connected to the WTP and EST as well as distributing water to the public. This project will satisfy the Low-to-Moderate Income (LMI) National Objective with a service area LMI of 64.9%. There are no leveraged funds included in this project.

3. SUBRECIPIENT RESPONSIBILITIES:

- A. Complete and submit to DEO within thirty (30) days of Agreement execution a staffing plan which must be reviewed and approved by the DEO Grant Manager prior to implementation. Should any changes to the staffing plan be deemed necessary, an updated plan must be submitted to DEO for review and approval. The Staffing plan must include the following:
 1. Organizational Chart; and
 2. Job descriptions for Subrecipient's employees, contracted staff, vendors, and contractors.
- B. Develop and submit a copy of the following policies and procedures to the DEO Grant Manager for review and approval within thirty (30) days of Agreement execution. The DEO Grant Manager will provide approval in writing prior to the policies and procedures being implemented.
 1. Procurement policies and procedures that incorporate 2 CFR Part 200.317-327.

2. Administrative financial management policies, which must comply with all applicable HUD CDBG-MIT and State of Florida rules.
 3. Quality assurance and quality control system policies and procedures that comply with all applicable HUD CDBG-MIT and DEO policies.
 4. Policies and procedures to detect and prevent fraud, waste and abuse that describe how the Subrecipient will verify the accuracy of applicant information, monitoring policy indicating how and why monitoring is conducted, the frequency of monitoring policy, and which items will be monitored, and procedures for referring instances of fraud, waste and abuse to HUD OIG Fraud Hotline (phone: 1-800-347-3735 or email hotline@hudoig.gov).
 5. Policies and procedures for the requirements under 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Award.
- C. Attend fraud related training offered by HUD OIG to assist in the proper management of the CDBG-MIT grant funds when available.
 - D. Upload required documents into a system of record provided by DEO.
 - E. Complete and submit an updated Project Budget (Attachment B) for review and approval by DEO no later than thirty (30) days after Agreement execution. Any changes to the Project Budget must be submitted in the monthly report submitted to DEO for review and approval by the DEO Grant Manager.
 - F. Maintain organized Subrecipient agreement files and make them accessible to DEO or its representatives upon request.
 - G. Comply with all terms and conditions of the Subrecipient Agreement, Infrastructure Program Guidelines, Action Plans, Action Plan amendments, and Federal, State, and local laws.
 - H. Provide copies of all proposed procurement documents to DEO ten (10) days prior to posting as detailed in Attachment D of Subrecipient Agreement. The proposed procurement documents will be reviewed and approved by DEO Grant Manager. Should the procurement documents require revisions based on state or federal requirements, Subrecipient will be required to postpone procurement and submit revised documents for review and approval.
 - I. Complete procurement of all applicants for internal grants management and compliance and direct program and product production, including:
 1. Selection of applicants, subrecipients and/or staff that will be responsible for managing applicant intake and related operations, compliance, finance, and administration.
 2. Selection of applicants, subrecipients and/or staff that will be responsible for appraisal, environmental review, title services and legal services.
 3. Copies of all contracts that will be executed by Subrecipient. Contracts must be provided to DEO prior to execution as detailed in Attachment D. Any contract executed by Subrecipient must follow the terms and conditions set forth in this Agreement. Should the submitted contract require necessary additions and/or changes, DEO's Contract Manager will contact Subrecipient regarding changes. Subrecipient is required to submit the updated contract within thirty (30) days. Should the contract not be submitted in a timely manner, Subrecipient will be required to complete the selection process once more.
 - J. Ensure all projects seeking assistance under the current CDBG-MIT funds, and any future funds allocated for Mitigation, provided by DEO, receive the required Environmental Clearance from DEO prior to Subrecipient being able to commit CDBG-MIT funds.
 - K. Provide the following documentation to DEO within ten (10) calendars after the end of each month:
 1. A revised detail report measuring the actual cost versus the project cost.
 2. An updated Attachment C which documents any changes to the project progress along with justification for the revision.

- L. Develop and submit to DEO a monthly revised detailed timeline for implementation consistent with the milestones outlined in the Mitigation Program Guidelines and report actual progress against the projected progress ten (10) calendar days after the end of each month.
- M. Provide the following information on a quarterly basis within ten (10) calendar days of the end of each quarter:
 - 1. Submit updated organization chart on a quarterly basis with quarterly report.
 - 2. If staffing changes, there must be a submittal stating the names, job descriptions, on the monthly report deadline.
 - 3. A progress report documenting the following information:
 - a. Accomplishments within the past quarter;
 - b. Issues or risks that have been faced with resolutions; and
 - c. Projected activities to be completed within the following quarter.
- MI. Subrecipient shall adhere to the deadlines for the project as agreed upon in the Attachment C – Activity Work Plan. If Subrecipient is unable to meet a deadline within thirty (30) calendar days of the due date, Subrecipient shall request an extension of such deadline from DEO in writing at least thirty (30) business days prior to the deadline. Deadlines shall not be extended outside of the term of this Agreement except by a formal amendment executed in accordance with Section (5) Modification of Agreement.
- MII. Close out report will be due no later than sixty (60) calendar days after this Agreement ends or is otherwise terminated

4. ELIGIBLE TASKS AND DELIVERABLES:

A. Deliverable No. 1 – Program Implementation

Subrecipient shall:

- 1. Professional services to the Town for technical assistance and program management (Davis-Bacon review, Section 3 activities).
- 2. Environmental review, administrative activities (Environmental Exemption, Public Notice Publication(s), etc.).
- 3. Grant management to include invoicing, record keeping, prepare and award bids to vendors.
- 4. Project Closeout, Engineer's Certification of Completion, Grant Closeout Package Completed and Submitted to DEO

B. Deliverable No. 2 – Engineering and Design

Subrecipient shall:

- 1. Create a full package(s), signed and sealed by a Professional Engineer (PE) licensed in the State of Florida, including engineering drawings, specifications, construction cost estimate, surveys, and any other reports, documents, or information relevant to this project that meet all local current hurricane code ratings, local codes and building codes.
- 2. Obtain copies of all permit applications, correspondence with permitting agencies, final permits, and any other permit-related documentation for the project.
- 3. Conduct an Environmental Review/Assessment in accordance with DEO Policies and the National Environmental Policy Act.

C. Deliverable No. 3 – Construction

Subrecipient shall:

1. Replace existing well pumps and degraded piping in existing two wells.
2. Verify adequacy of emergency back-up power installation, and place in hardened enclosures.
3. Seek increase in Consumptive Use Permit (CUP) for future third well.
4. Add another GST for more storage capacity and redundancy.
5. Replace Pump and Control building with hardened structure meeting current Building Code.
6. Replace old HSPs with improved, larger capacity pumps.
7. Negotiate with neighbor communities to provide system inter-connections. Need to evaluate mixing of multiple community water system though.
8. Replace old piping, valves and controls along with HSPs.
9. Assess future back-up power needs and fuel storage requirements. Install back-up power generator and fuel supply in hardened structure.
10. Locate disinfection system equipment in hardened WTP control building. Modern building would have superior chemical storage and venting arrangements.
11. Assess EST material condition to determine whether rehabilitation or replacement appropriate.
12. Provide modern SCADA system including remote monitoring and control functionality, and Fiber Optic-based communications between WTP, remote water system telemetry (wells and tanks), Emergency Operations, police and fire.
13. Update hydraulic model to account for current and anticipated future conditions. Use model to identify priority piping upgrade sub-tasks. Develop distribution piping upgrades to prioritize replacement of AC pipe, elimination of flow bottlenecks, increase system resiliency by extending or looping piping and resolving inadequate pipe sizes, and replacing older piping in that order.
14. Replace inoperable hydrants as part of system piping upgrades in portions of system where upgrades will take place. Hydrants in other areas of system to be replaced as part of separate effort. Hydrant testing and replacement program to be planned for continuing planned maintenance program.
15. Replace inoperable valves as part of system piping upgrades in portions of system where upgrades will take place. Valve exercise and testing program to be planned for continuing planned maintenance program.

5. DEO RESPONSIBILITIES:

- A. Monitor the ongoing activities of Subrecipient to ensure all activities are being performed in accordance with the Agreement to the extent required by law or deemed necessary by DEO in its discretion
- B. Assign a Grant Manager as a point of contact for Subrecipient
- C. Review Subrecipient's invoices described herein and process them on a timely basis
- D. DEO shall monitor progress, review reports, conduct site visits, as DEO determines necessary at DEO's sole and absolute discretion, and process payments to Subrecipient.

6. DELIVERABLES:

Subrecipient agrees to provide the following services as specified:

Deliverable No 1. Project Implementation		
Tasks	Minimum Level of Service	Financial Consequences
Subrecipient shall complete tasks as detailed in Section 4.A above.	Subrecipient may request reimbursement upon completion of a minimum of one (1) task on a per completed task basis as evidenced by submittal of the following documentation: 1) Project Implementation activities; 2) Invoice package in accordance with section 7 of this Scope of Work.	Failure to complete the Minimum Level of Service as specified shall result in non-payment for this deliverable.
		Deliverable No. 1 Cost: \$267,161.00
Deliverable No. 2. Engineer and Design		
Tasks	Minimum Level of Service	Financial Consequences
Subrecipient shall complete tasks as detailed in Section 4.B above.	Subrecipient may request reimbursement upon completion of a minimum of one (1) task in accordance with Section 4.B of this Scope of Work, evidenced by submittal of the following documentation: 1) Engineering design, working drawings and associated cost estimates; 2) Copies of all required permits; and 3) Invoice package in accordance with Section 7 of this Scope of Work.	Failure to complete the Minimum Level of Service as specified shall result in non-payment for this deliverable.
		Deliverable No. 2 Cost: \$801,290.00
Deliverable No. 3 – Construction		
Tasks	Minimum Level of Service	Financial Consequences
Subrecipient shall complete tasks as detailed in Section 4.C. above.	Subrecipient may request reimbursement upon completion of activities in accordance with Section 4.C of this Scope of Work in the following increments: 10%, 20%, 30%, 40%, 50%, 60%, 70%, 80%, 90% and 100%, evidenced by submittal of the following documentation: 1) AIA forms G702 and G703, or similar accepted DEO form, completed by a licensed	Failure to complete the Minimum Level of Service as specified shall result in non-payment for this deliverable.

	professional certifying to the percentage of project completion; 2) Photographs of project in progress and completed; and 3) Invoice package in accordance with Section 7 of this Scope of Work.	
Deliverable No. 3 Cost: \$4,917,654.00		
Total Project Costs Not to Exceed: \$5,986,105.00		

COST SHIFTING: The deliverable amounts specified within the Deliverables table above are established based on the Parties' estimation of sufficient delivery of services fulfilling grant purposes under the Agreement in order to designate payment points during the Agreement Period; however, this is not intended to restrict DEO's ability to approve and reimburse allowable costs Grantee incurred providing the deliverables herein. Prior written approval from DEO's Agreement Manager is required for changes to the above Deliverable amounts that do not exceed 25% of each deliverable total funding amount. Changes that exceed 25% of each deliverable total funding amount will require a formal written amendment request from Grantee, as described in **MODIFICATION** section of the Agreement. Regardless, in no event shall DEO reimburse costs of more than the total amount of this Agreement.

7. INVOICE SUBMITTAL

DEO shall reimburse Subrecipient in accordance with Section 6, above. In accordance with the Funding Requirements of s. 215.971(1), F.S. and Section 21 of this Agreement, Subrecipient and its subcontractors may only expend funding under this Agreement for allowable costs resulting from obligations incurred during this Agreement. To be eligible for reimbursement, costs must be in compliance with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures: https://myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/referenceguideforstateexpenditures4a8dd8e7f6fd4caeb3eb12363d341f74.pdf?sfvrsn=ae70963d_2

- A. Subrecipient shall provide one invoice per month for services rendered during the applicable period of time as defined in the deliverable table. In any month no deliverable has been completed, the subrecipient will provide notice that no invoicing will be submitted.
- B. The following documents shall be submitted with the itemized invoice:
 1. A cover letter signed by Subrecipient's Agreement Manager certifying that the costs being claimed in the invoice package: (1) are specifically for the project represented to the State in the budget appropriation; (2) are for one or more of the components as stated in Section 5, DELIVERABLES, of this Attachment A; (3) have been paid; and (4) were incurred during this Agreement.
 2. Subrecipient's invoices shall include the date, period in which work was performed, amount of reimbursement, and work completed to date;
 3. A certification by a licensed professional using AIA forms G702 and G703, or their substantive equivalents, certifying that the project, or a quantifiable portion of the project, is complete.
 4. Photographs of the project in progress and completed work;
 5. A copy of all supporting documentation for vendor payments;
 6. A copy of the bank statement that includes the cancelled check or evidence of electronic funds transfer. The State may require any other information from Subrecipient that the State deems necessary to verify that the services have been rendered under this Agreement.

- C. Subrecipient's invoice and all documentation necessary to support payment requests must be submitted into DEO's Subrecipient Management Reporting Application (SERA). Further instruction on SERA invoicing and reporting, along with a copy of the invoice template, will be provided upon execution of the Agreement.

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DECLASSIFICATION AUTHORITY: EO 13526, AUC 5400-47, 64-5AD5-A1FC000/0320

Attachment D – Program and Special Conditions

1. The Subrecipient shall demonstrate that progress is being made in completing project activities in a timely fashion pursuant to the activity work plan. If the Subrecipient does not comply with the activity work plan schedule, a justification for the delay and a plan for timely accomplishment shall be submitted to DEO within 21 calendar days of receiving DEO's request for justification for the delay. Any project for which the Subrecipient has not completed the activities listed in the Activity Work Plan may be rescinded unless DEO agrees that the Subrecipient has provided adequate justification for the delay.
2. The Subrecipient shall maintain records of expenditure of funds from all sources that will allow accurate and ready comparison between the expenditures and the budget/activity line items as defined in the Project Budget and Activity Work Plan.
3. The Subrecipient shall request DEO's approval for all professional services contracts and/or agreements that will be reimbursed with CDBG-MIT funds. Copies of the following procurement documents must be provided to DEO for review:
 - a. When publication of a Request for Proposal (RFP) is used as a means of solicitation, a copy of the advertisement, including an affidavit of publication;
 - b. DEO will either approve the procurement or notify the Subrecipient that the procurement cannot be approved because it violates State, Federal or local procurement guidelines. The Subrecipient shall notify DEO in writing no later than 90 calendar days from the effective date of this agreement if it will not be procuring any professional services or if it will be using non-CDBG-MIT funds to pay for professional services.
4. Prior to the obligation or disbursement of any funds, except for administrative expenses and not to exceed \$5000, the Subrecipient shall complete the following:
 - a. Submit for DEO's approval the documentation required in paragraph 3 above for any professional services contract. The Subrecipient proceeds at its own risk if more than the specified amount is incurred before DEO approves the procurement. If DEO does not approve the procurement of a professional services contract, the local government will not be able to use CDBG-MIT funds for that contract beyond \$5,000.
 - b. Comply with 24 CFR part 58 and the regulations implementing the National Environmental Policy Act, 40 CFR §§ 1500-1508. When the Subrecipient has completed the environmental review process, it shall submit a Request for Release of Funds and Certification. DEO will issue an Authority to Use Grant Funds (form HUD-7015.16) when this condition has been fulfilled to the satisfaction of DEO. If DEO has not issued an Authority to use Grant Funds within 15 days of Subrecipient's submission of the required documentation, DEO shall provide the Subrecipient a written update regarding the status of the review process. **SUBRECIPIENT SHALL NOT BEGIN CONSTRUCTION BEFORE DEO HAS ISSUED THE "AUTHORITY TO USE GRANT FUNDS."**
5. The Subrecipient agrees to comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. §§ 4601-4655; hereinafter, the "URA"), implementing regulations at 24 CFR part 42, 49 CFR part 24 and 24 CFR § 570.606(b), the requirements of 24 CFR § 42.325 – 42.350 governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the Housing and Community Development Act of 1974 (42 U.S.C. § 5304(d)), and the requirements in 24 CFR § 570.606(d), governing optional relocation assistance policies.
6. If the Subrecipient undertakes any activity subject to the URA, the Subrecipient shall document completion of the acquisition by submitting all documentation required for a desk monitoring of the acquisition, including a notice to property owners of his or her rights under the URA, an invitation to accompany the appraiser, all appraisals, offer to the owner, acceptance, contract for sale, statement of settlement costs, copy of deed, waiver of rights (for donations), as applicable. The documentation shall be submitted prior to completing the acquisition (closing) so that DEO can determine whether remedial action may be needed. The Subrecipient shall provide relocation assistance to displaced

persons as defined by 24 CFR § 570.606(b)(2), that are displaced as a direct result of acquisition, demolition, or conversion for a CDBG-assisted project.

7. The Subrecipient shall timely submit completed forms for all prime and subcontractors as required by this Agreement, DEO, HUD, and applicable, regulations and guidance laws, specifically including but not limited to:
 - a. Certification Regarding Debarment, Suspension, and Other Responsibility Matters (Primary Covered Transactions);
 - b. Section 3 Participation Report (Construction Prime Contractor);
 - c. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (Subcontractor), (if applicable); and
 - d. Section 3 Participation Report (Construction Subcontractor), (if applicable).
8. In addition, each construction contract or agreement for new or replacement housing must contain language that requires the contractor to meet the Green Building Standard for Replacement and New Construction of Residential Housing, as defined in the Allocation notice published in the Federal Register Volume 81, Number 224 on Monday, November 21, 2016.
9. For each Request for Funds (RFF) that includes reimbursement of construction costs, the Subrecipient shall provide a copy of the American Institute of Architects (AIA) form G702, Application and Certification for Payment, or a comparable form approved by DEO, signed by the contractor and inspection engineer, and a copy of form G703, Continuation Sheet, or a comparable form approved by DEO. For each RFF that includes construction costs, the Subrecipient shall provide a copy of AIA form G702, or a comparable form approved by DEO, if applicable, signed by the contractor and the local building inspector or housing specialist and a copy of form G703, or a comparable form approved by DEO, if applicable.
10. For each project, when the Subrecipient issues the Notice to Proceed to the contractor(s), copies of the following documents shall be sent to DEO:
 - a. Notice to Proceed;
 - b. The contractor's performance bond (100 percent of the contract price); and
 - c. The contractor's payment bond (100 percent of the contract price).
11. The Subrecipient shall undertake an activity each quarter to affirmatively further fair housing pursuant to 24 CFR § 570.487(b).
12. The Subrecipient shall ensure that a deed restriction is recorded on any real property or facility, excluding easements, acquired with CDBG-MIT funds. This restriction shall limit the use of that real property or facility to the use stated in the subgrant application and that title shall remain in the name of the Subrecipient. Such deed restriction shall be made a part of the public records in the Clerk of Court of the county in which the real property is located. Any future disposition of that real property shall be in accordance with 24 CFR § 570.505. Any future change of use of real property shall be in accordance with 24 CFR § 570.489(j).
13. The Subrecipient shall comply with the historic preservation requirements of the National Historic Preservation Act of 1966, as amended, the procedures set forth in 36 CFR part 800, and the Secretary of the Interior's Standards for Rehabilitation, codified at 36 CFR 67, and Guidelines for Rehabilitating Historic Buildings.
14. Pursuant to section 102(b), Public Law 101-235, 42 U.S.C. § 3545, the Subrecipient shall update and submit Form HUD 2880 to DEO within thirty (30) calendar days of the Subrecipient's knowledge of changes in situations which would require that updates be prepared. The Subrecipient must disclose:
 - a. All developers, contractors, consultants and engineers involved in the application or in the planning, development or implementation of the project or CDBG- MIT-funded activity; and
 - b. Any person or entity that has a financial interest in the project or activity that exceeds \$50,000 or 10 percent of the grant, whichever is less.

15. If required, the Subrecipient shall submit a final Form HUD 2880, to DEO with the Subrecipient's request for administrative closeout, and its absence or incompleteness shall be cause for rejection of the administrative closeout.
16. Conflicts of interest relating to procurement shall be addressed pursuant to 24 CFR § 570.489(g). Title 24 CFR § 570.489(h) shall apply in all conflicts of interest not governed by 24 CFR § 570.489(g), such as those relating to the acquisition or disposition of real property; CDBG-MIT financial assistance to beneficiaries, businesses or other third parties; or any other financial interest, whether real or perceived. Additionally, the Subrecipient agrees to comply with, and this Agreement is subject to, Chapter 112 F.S.
17. Any payment by the Subrecipient using CDBG-MIT funds for acquisition of any property, right-of-way, or easement that exceeds fair market value as determined through the appraisal process established in HUD Handbook 1378 shall be approved in writing by DEO prior to distribution of the funds. Should the Recipient fail to obtain DEO pre-approval, any portion of the cost of the acquisition exceeding Fair Market Value shall not be paid or reimbursed with CDBG-MIT funds.
18. The Subrecipient shall take photographs or video of all activity locations prior to initiating any construction. As the construction progresses, additional photography or videography shall document the ongoing improvements. Upon completion of construction, final documentation of the activity locations will be provided to DEO with the administrative closeout package for this Agreement.
19. If an activity is designed by an engineer, architect or other licensed professional, it shall be certified upon completion by a licensed professional as meeting the specifications of the design, as may have been amended by change orders. The date of completion of construction shall be noted as part of the certification. This certification shall be accomplished prior to submission of an administrative closeout package and a copy of the certification shall be submitted with the administrative closeout package.

Attachment E - State and Federal Statutes, Regulations, and Policies

The Subrecipient agrees to, and, by signing this Agreement, certifies that, it will comply with all applicable provisions of the Housing and Community Development Act of 1974, as amended, and the regulations at 24 CFR part 570, as modified by the Federal Register notices that govern the use of CDBG-MIT funds available under this agreement. These Federal Register notices include, but are not limited to, Federal Register Notices, Vol. 81, No. 224/Monday, November 21, 2016/Notices, Vol. 84, No. 169/Friday, August 30, 2019/Notices, Vol. 81, No. 224/Monday, November 21, 2016/Notices, Volume 83, No. 169/Friday, August 30, 2018/Notices, Vol. 83, No. 157/Tuesday, January 18, 2017/Notices, Volume 82, No. 28/Friday, February 9, 2017/Notices, and Vol. 83, No. 157/Tuesday, August 14, 2018/Notices. Notwithstanding the foregoing, (1) the Subrecipient does not assume any of DBO's responsibilities for environmental review, decision-making and action, described in 24 CFR part 58 and (2) the Subrecipient does not assume any of DBO's responsibilities for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient shall also comply with all other applicable Federal, state and local laws, regulations and policies as now in effect and as may be amended from time to time that govern the use of the CDBG-MIT funds in complying with its obligations under this agreement, regardless of whether CDBG-MIT funds are made available to the Subrecipient on an advance or reimbursement basis.

1. State of Florida Requirement
State of Florida Requirements are stated throughout this Agreement and Attachments thereto.
2. Audits, Inspections and Monitoring
 - a. Single Audit
The Subrecipient must be audited as required by 2 CFR part 200, subpart F when it is expected the threshold set forth in §200.501 Audit requirements. Subrecipients Federal awards expended during the respective fiscal year equalled or exceeded the threshold set

Single Audit

b. Inspections and Monitoring
The Subject shall

This review must include:

This review must include:

- (1) Reviewing financial and performance reports required by DBO;
- (2) Following up and ensuring that the Subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the Subrecipient from DBO detected through audits, on-site reviews, and other means; and
- (3) Issuing a management decision for audit findings pertaining to this Federal award provided to the Subrecipient from DBO as required by 2 CFR §200.521.

c. Corrective Actions

The Subrecipient shall be subject to reviews and audits by DEO, including onsite reviews of the Subrecipient as may be necessary or appropriate to meet the requirements of 42 U.S.C. 5304(e)(2). DEO may issue management decisions and may consider taking enforcement actions if noncompliance is detected during audits. DEO may require the Subrecipient to take timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from the pass-through entity detected through audits, on-site. DEO may impose additional conditions on the use of the CDBG-MIT funds to ensure future compliance or provide training and technical assistance as needed to correct noncompliance.

3. Drug-Free Workplace

Subrecipients must comply with drug-free workplace requirements in Subpart B of part 2429, which adopts the government-wide implementation (2 CFR part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701-707).

4. Procurement and Contractor Oversight

The Subrecipient shall comply with the procurement standards in 2 CFR §200.318 - §200.327 when procuring property and services under this agreement. The Subrecipient shall impose the Subrecipient's obligations under this agreement on its contractors, specifically or by reference, so that such obligations will be binding upon each of its contractors.

The Subrecipient must comply with CDBG regulations regarding debarred or suspended entities, specifically including, 24 CFR 570.609 or 24 CFR 570.489, as applicable. CDBG funds may not be provided to excluded or disqualified persons.

The Subrecipient shall maintain oversight of all activities under this agreement and shall ensure that for any procured contract or agreement, its contractors perform according to the terms and conditions of the procured contracts or agreements, and the terms and conditions of this agreement. To check for debarred or suspended entities, please visit <https://www.sam.gov/SAM/>

5. Property Standards

Real property acquired by the Subrecipient under this agreement shall be subject to 24 CFR 570.489(j) and 24 CFR 570.200(j). The Subrecipient shall also comply with the Property Standards at 2 CFR 200.310, 2 CFR 200.312, 2 CFR 200.314 through 2 CFR 200.316. The Subrecipient shall also comply with 2 CFR 200.313 Equipment, except that when the equipment is sold, the proceeds shall be program income and equipment not needed by the Subrecipient for activities under this agreement shall be transferred to DEO for its CDBG-MIT program or shall be retained after compensating DEO.

The Subrecipient shall also comply with the Property Standards in 2 CFR 200.310 through 2 CFR 200.316, except to the extent they are inconsistent with 24 CFR 570.200(j) and 24 CFR 570.489(j), in which case Subrecipient shall comply with 24 CFR 570.200(j) and 24 CFR 570.489(j), except to the extent that proceeds from the sale of equipment are program income and subject to the program income requirements under this agreement, pursuant to 24 CFR 570.489(e)(1)(ii).

6. Federal Funding Accountability and Transparency Act (FFATA)

The Subrecipient shall comply with the requirements of 2 CFR part 25 Universal Identifier and System for Award Management (SAM). The Subrecipient must have an active registration in SAM, <https://www.sam.gov/SAM/> in accordance with 2 CFR part 25, appendix A, and must have a Unique Entity Identifier (UEI) number. The Subrecipient must also comply with provisions of the Federal Funding Accountability and Transparency Act, which includes requirements on executive compensation, 2 CFR part 170 Reporting Subaward and Executive Compensation Information.

7. Relocation and Real Property Acquisition

The Subrecipient shall comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), 42 USC 4601 - 4655, 49 CFR part 24, 24 CFR part 42, and 24 CFR 570.606.

In addition to other URA requirements, these regulations (49 CFR § 24.403(d)) implement Section 414 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 USC § 5181, which provides that "Notwithstanding any other provision of law, no person otherwise eligible for any kind of replacement housing payment under the URA shall be denied such eligibility as a result of his being unable, because of a major disaster as determined by the President, to meet the occupancy requirements set by such Act".

8. Non-discrimination

a. 24 CFR Part 6

The Subrecipient will comply with 24 CFR part 6, which implements the provisions of section 109 of title I of the Housing and Community Development Act of 1974 (Title I) (42 U.S.C. 5309). Section 109 provides that no person in the United States shall, on the ground of race, color, national origin, religion or sex, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity funded in whole or in part with Federal financial assistance. The Subrecipient will adhere to the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107) (Age Discrimination Act) and the prohibitions against discrimination on the basis of disability under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) (Section 504). Section 109 of the HCDA makes these requirements applicable to programs or activities funded in whole or in part with CDBG-MIT funds. Thus, the Subrecipient shall comply with regulations of 24 CFR part 8, which implement Section 504 for HUD programs, and the regulations of 24 CFR part 146, which implement the Age Discrimination Act for HUD programs.

b. Architectural Barriers Act and the Americans with Disabilities Act

The Subrecipient shall ensure that its activities are consistent with requirements of Architectural Barriers Act and the Americans with Disabilities Act. The Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) requires certain Federal and Federally funded buildings and other facilities to be designed, constructed, or altered in accordance with standards that ensure accessibility to, and use by, physically handicapped people. A building or facility designed, constructed or altered with funds allocated or reallocated under this part after December 11, 1995 and meets the definition of "residential structure" as defined in 24 CFR 40.2 or the definition of "building" as defined in 41 CFR 101-19.602(a) is subject to the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) and shall comply with the Uniform Federal Accessibility Standards (appendix A to 24 CFR part 40 for residential structures, and appendix A to 41 CFR part 101-19, subpart 101-19.6, for general type buildings).

The Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218 and 225) (ADA) provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services and telecommunications. It further provides that discrimination includes a failure to design and construct facilities for first occupancy no later than January 26, 1993, that are readily accessible to and usable by individuals with disabilities. Further, the ADA requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities, where such removal is readily achievable—that is, easily accomplishable and able to be carried out without much difficulty or expense.

c. State and Local Nondiscrimination Provisions

The Subrecipient must comply with the Florida Small and Minority Business Assistance Act (§§ 288.703-288.706, F.S.); Title VI of the Civil Rights Act of 1964 (24 CFR part 1)

(1) General Compliance

The Subrecipient shall comply with the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352), as amended. No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded by this agreement. The specific nondiscrimination provisions at 24 CFR 1.4 apply to the use of these funds. The Subrecipient shall not intimidate, threaten, coerce or discriminate against any person for the purpose of interfering with any right or privilege secured by title VI of the Civil Rights Act of 1964 or 24 CFR part 1, or because an individual has made a complaint, testified, assisted or participated in any manner in an investigation, proceeding or hearing under 24 CFR part 1. The identity of complainants shall be kept confidential except to the extent necessary to carry out the purposes of 2 CFR part 1, including the conduct of any investigation, hearing or judicial proceeding arising thereunder.

(2) **Assurances and Real Property Covenants**

As a condition to the approval of this Agreement and the extension of any Federal financial assistance, the Subrecipient assures that the program or activities described in this Agreement will be conducted and the housing, accommodations, facilities, services, financial aid or other benefits to be provided will be operated and administered in compliance with all requirements imposed by or pursuant to this part 1.

If the Federal financial assistance under this agreement is to provide or is in the form of personal property or real property or interest therein or structures thereon, the Subrecipient's assurance herein shall obligate the Subrecipient or, in the case of a subsequent transfer, the transferee, for the period during which the property is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits, or for as long as the recipient retains ownership or possession of the property, whichever is longer. In all other cases, the assurance shall obligate the Subrecipient for the period during which Federal financial assistance is extended pursuant to the contract or application. This assurance gives DEO and the United States a right to seek judicial enforcement of the assurance and the requirements on real property.

In the case of real property, structures or improvements thereon, or interests therein, acquired with Federal financial assistance under this Agreement or acquired with CDBG-MIT funds and provided to the Subrecipient under this Agreement, the instrument effecting any disposition by the Subrecipient of such real property, structures or improvements thereon, or interests therein, shall contain a covenant running with the land assuring nondiscrimination for the period during which the real property is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If the Subrecipient receives real property interests or funds or for the acquisition of real property interests under this Agreement, to the extent that rights to space on, over, or under any such property are included as part of the program receiving such assistance, the nondiscrimination requirements of this part 1 shall extend to any facility located wholly or in part in such space.

d. **Affirmative Action**(1) **Approved Plan**

The Subrecipient agrees that it shall carry out pursuant to DEO's specifications an Affirmative Action Program in compliance with the President's Executive Order 11246 of September 24, 1965, as amended, and implementing regulations at 41 CFR 60. DEO shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the release of funds under this agreement.

(2) **Women- and Minority-Owned Businesses (W/MBE)**

The Subrecipient shall take the affirmative steps listed in 2 CFR 200.321(b)(1) through (5) to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible when the Subrecipient procures property or services under this agreement.

(3) **Notifications**

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) **Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement**

The Subrecipient shall, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

9. **Labor and Employment**

Labor Standards

The Subrecipient shall comply with the in labor standards in Section 110 of the Housing and Community Development Act of 1974, as amended and ensure that all laborers and mechanics employed by contractors or subcontractors in the performance of construction work financed in whole or in part with assistance received under this agreement shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis- Bacon Act, as amended (40 U.S.C. 3141, *et seq.*) and 29 CFR part 1, 3, 5, 6 and 7, provided, that this requirement shall apply to the rehabilitation of residential property only if such property contains not less than 8 units.

The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874) and its implementing regulations of the U.S. Department of Labor at 29 CFR part 3 and part 5. The Subrecipient shall maintain documentation that demonstrates compliance with applicable hour and wage requirements. Such documentation shall be made available to DEO for review upon request.

10. Section 3 of the Housing and Urban Development Act of 1968a. Low-Income Person Definition

A low-income person, as this term is defined in Section 3 (b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)). Section 3(b)(2) of the 1937 Act defines this term to mean families (including single persons) whose incomes do not exceed 80 per centum of the median income for the area, as determined by the Secretary, with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher and or lower than 80 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low-income families; or (ii) A very low-income person, as this term is defined in Section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)). Section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)) defines this term to mean families (including single persons) whose incomes do not exceed 50 per centum of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes.

b. Compliance

Subrecipient shall comply with the provisions of Section 3 of the Housing Urban Development Act of 1968, as amended, 12 USC 1701u, and implementing its implementing regulations at 24 CFR part 75 (formerly 24 CFR part 135). Compliance with Section 3 shall be achieved, to the greatest extent feasible, consistent with existing Federal, state and local laws and regulations. Accordingly, a subrecipient of Section 3-covered assistance is required to develop strategies for meeting both the regulatory requirements at 24 CFR part 75 and any other applicable statutes or regulations. Subrecipient and any of its contractors and subcontractors shall include the following "Section 3 clause" in every "Section 3-covered contract":

- (1) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (2) The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.
- (3) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training

positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- (4) The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.
- (5) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.
- (6) Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- (7) With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

c.. Section 3 Benchmarks and Reporting

A. Benchmarks. Contracts over \$200,000 trigger Section 3 Benchmark requirements. When triggered, best efforts must be made to extend Section 3 opportunities to verified Section 3 workers and business concerns to meet these *minimum* numeric goals:

1. Twenty-five percent (25%) of the total hours on a Section 3 project must be worked by Section 3 workers; and
2. Five percent (5%) of the total hours on a Section 3 project must be worked by Targeted Section 3 workers.

B. Reporting. If the subrecipient's reporting indicates that the subrecipient has not met the Section 3 benchmarks described in 24 CFR § 75.23, pursuant to 24 CFR § 75.25(b), the subrecipient must report in a form prescribed by HUD on the qualitative nature of its activities and those its contractors and subcontractors pursued.

C. Recipient will comply with any Section 3 Project Implementation Plan documents provided by HUD or DEO which may be amended from time to time for HUD reporting purposes.

11. Conduct

a. Hatch Act

The Subrecipient shall comply with the Hatch Act, 5 USC 1501 – 1508, and shall ensure that no funds provided, nor personnel employed under this agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

b. Conflict of Interest

In the procurement of supplies, equipment, construction, and services pursuant to this agreement, the Subrecipient shall comply with the conflict of interest provisions in DEO's procurement policies and procedures. In all cases not governed by the conflict of interest provisions in DEO's procurement policies and procedures, the Subrecipient shall comply with the conflict of interest provisions in 24 CFR 570.489(h).

c. Lobbying Certification

The Subrecipient hereby certifies that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an

officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- (3) The language of paragraph (i) through (iv) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly; and
- (4) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is required by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

d. Religious Activities

The Subrecipient agrees that funds provided under this agreement shall not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

Equal Treatment for Faith-Based Organizations. Prohibits any State or local government receiving funds under any Department program, or any intermediate organization with the same duties as a governmental entity, from discriminating for or against an organization on the basis of the organization's religious character or affiliation. Prohibits religious organizations from engaging in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded with direct financial assistance.

Prohibits an organization that participates in programs funded by direct financial assistance from the Department, in providing services, from discriminating against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief. Any restrictions on the use of grant funds shall apply equally to religious and non-religious organizations.

e. Environmental Conditions

(1) Prohibition on Choice Limiting Activities Prior to Environmental Review

The Subrecipient must comply with the limitations in 24 CFR 58.22 even though the Subrecipient is not delegated the requirement under Section 104(g) of the HCD Act for environmental review, decision-making and action (see 24 CFR part 58) and is not delegated DEO's responsibilities for initiating the review process under the provisions of 24 CFR Part 52. 24 CFR 58.22 imposes limitations on activities pending clearance and specifically limits commitments of HUD funds or non-HUD funds by any participant in the development process before completion of the environmental review. A violation of this requirement may result in a prohibition on the use of Federal funds for the activity. If DEO has not issued an Authority to Use Grant Funds within 15 days of Subrecipient's submission of the required documentation, DEO shall provide the Subrecipient a written update regarding the status of the review process.

(2) Air and Water

The Subrecipient shall comply with the following requirements insofar as they apply to the performance of this agreement:

- (a) **Air quality.** (1) The Clean Air Act (42 U.S.C. 7401 et. seq.) as amended; particularly section 176(c) and (d) (42 U.S.C. 7506(c) and (d)); and (2) Determining Conformity of Federal Actions to State or Federal Implementation Plans (Environmental Protection Agency—40 CFR parts 6, 51, and 93); and
- (b) Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, *et seq.*, as amended, including the requirements specified in Section 114 and Section 308 of the Federal Water Pollution Control Act, as amended, and all regulations and guidelines issued thereunder.
- (c) The Clean Air and Water Act: If this Contract is in excess of \$100,000, Contractor shall comply with all applicable standards, orders or regulations issued under the Clean Air Act, as amended, 42 U.S.C. 7401, Section 508 of the Clean Water Act, as amended, 33 U.S.C. 1368, et seq., Executive Order 11738 and

Environmental Protection Agency regulations. Contractor shall report any violation of the above to DEO.

- (d) **Energy Efficiency:** Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State of Florida's energy conservation plan issued in compliance with the Energy Policy and Conservation Act, Pub. L. 94-163.
- (3) **Flood Disaster Protection**
The Subrecipient shall comply with the mandatory flood insurance purchase requirements of Section 102 of the Flood Disaster Protection Act of 1973, as amended by the National Flood Insurance Reform Act of 1994, 42 USC 4012a. Additionally, the Subrecipient shall comply with Section 582 of the National Flood Insurance Reform Act of 1994, as amended, (42 U.S.C. 5154a), which includes a prohibition on the provision of flood disaster assistance, including loan assistance, to a person for repair, replacement or restoration for damage to any personal, residential, or commercial property if that person at any time has received Federal flood disaster assistance that was conditioned on the person first having obtained flood insurance under applicable Federal law and the person has subsequently failed to obtain and maintain flood insurance as required under applicable Federal law on such property. Section 582 also includes a responsibility to notify property owners of their responsibility to notify transferees about mandatory flood purchase requirements. More information about these requirements is available in the Federal Register notices governing the CDBG-MIT award and listed at the beginning of this Attachment.
- (4) **Lead-Based Paint**
The Subrecipient shall follow DEO's procedures with respect to CDBG assistance that fulfill the objectives and requirements of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at part 35, subparts A, B, J, K, and R of this title.
- (5) **Historic Preservation**
The Subrecipient shall comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended, codified in title 54 of the United States Code, and the procedures set forth in 36 CFR part 800 insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, State, or local historic property list.

- (6) **Additional Regulations**
 - (a) The Temporary Assistance for Needy Families Program ("TANF"), 45 CFR Parts 260-265, the Social Services Block Grant ("SSBG"), 42 U.S.C. 1397d, and other applicable federal regulations and policies promulgated thereunder.
 - (b) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681, *et seq.*, which prohibits discrimination on the basis of sex in educational programs.
 - (c) Section 654 of the Omnibus Budget Reconciliation Act of 1981, as amended, 42 U.S.C. 9849, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs.
 - (d) The Pro-Children Act: Contractor agrees to comply with the Pro-Children Act of 1994, 20 U.S.C. 6083. Failure to comply with the provisions of the law may result in the imposition of civil monetary penalty up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. This clause is applicable to all approved sub-contracts. In compliance with Public Law (Pub. L.) 103-277, the Contract shall not permit smoking in any portion of any indoor facility used for the provision of federally funded services including health, day care, early childhood development, education or library services on a routine or regular basis, to children up to age 18.
 - (e) **Public Announcements and Advertising:** When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with federal money, Contractor shall clearly state (1) the percentage of the total costs of the program or project which will be financed with federal money, (2) the dollar amount of federal funds for the project or program, and (3) percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

- (f) Purchase of American-Made Equipment and Products: Contractor assures that, to the greatest extent practicable, all equipment and products purchased with funds made available under this Agreement will be American-made.
- (g) The Consolidated Appropriations Act, 2010, Division E, Section 511 (Pub. L. 111-117), which prohibits distribution of federal funds made available under the Act to the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries. The Continuing Appropriations Act, 2011, Sections 101 and 103 (Pub. L. 111-242), provides that appropriations made under Pub. L. 111-117 are available under the conditions provided by Pub. L. 111-117.
- (h) Contract Work Hours and Safety Standards Act (40 U.S.C. §327–333) — If this Contract involves federal funding in excess of \$2,000 for construction contracts or in excess of \$2,500 for other contracts that involve the employment of mechanics or laborers, compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–333), as supplemented by Department of Labor regulations (29 CFR Part 5) is required. Under section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- (i) Resource Conservation and Recovery Act (RCRA). Under RCRA (Pub. L. 94–580 codified at 42 U.S.C. 6962), state and local institutions of higher education, hospitals, and non-profit organizations that receive direct Federal awards or other Federal funds shall give preference in their procurement programs funded with Federal funds to the purchase of recycled products pursuant to the EPA guidelines.
- (j) Immigration Reform and Control Act. Contractor shall comply with the requirements of the Immigration Reform and Control Act of 1986, which requires employment verification and retention of verification forms for any individuals hired who will perform any services under the contract.

When it is determined that the Subrecipient is in non-compliance with federal or state program requirements, the State may impose any of the additional conditions and/or requirements outlined in 2 CFR § 200.207.

Attachment F – Civil Rights Compliance

Fair Housing

As a condition for the receipt of CDBG-MIT funds, each Subrecipient must certify that it will "affirmatively further fair housing" in its community. A Subrecipient shall demonstrate its commitment to affirmatively further fair housing by implementing the actions listed below.

Each Subrecipient shall do the following:

1. Have in place a fair housing resolution or ordinance that covers all Federally protected classes (race, color, familial status, handicap, national origin, religion and sex);
2. Designate an employee as the Fair Housing Coordinator who is available during regular business hours to receive fair housing calls;
3. Publish the Fair Housing Coordinator's contact information quarterly in a newspaper of general circulation in the Subrecipient's jurisdiction so that people know who to call to ask fair housing questions or register a complaint. Alternatively, the Subrecipient can post the coordinator's contact information throughout the quarter on the home page of its website;
4. Establish a system to record the following for each fair housing call:
 - a) The nature of the call,
 - b) The actions taken in response to the call,
 - c) The results of the actions taken and
 - d) If the caller was referred to another agency, the results obtained by the referral agency;
5. Conduct at least one fair housing activity each quarter. Identical activities (see examples below) shall not be conducted in consecutive quarters; and
6. Display a fair housing poster in the CDBG-MIT Office. (This does not count as a fair housing activity.)

The Subrecipient shall ensure that the fair housing contact person has received training so that he/she can handle fair housing phone inquiries or refer the inquiries to the appropriate people/agencies. Records maintained by the contact will help the community do the following:

1. Define where discriminatory practices are occurring,
2. Help the community measure the effectiveness of its outreach efforts, and
3. Provide the community with a means to gain information that can be used to design and implement strategies that will eliminate fair housing impediments.

Examples of fair housing activities include the following:

1. Making fair housing presentations at schools, civic clubs and neighborhood association meetings;
2. Conducting a fair housing poster contest or an essay contest;
3. Manning a booth and distributing fair housing materials at libraries, health fairs, community events, yard sales and church festivals; and
4. Conducting fair housing workshops for city/county employees, realtors, bank and mortgage company employees, insurance agents and apartment complex owners.

Printing a fair housing notice on a utility bill is no longer accepted as a fair housing activity; however, mailing a DEO-approved fair housing brochure as an insert with utility bills will be accepted as an activity. Placing posters in public buildings does not meet the requirement for a fair housing activity.

The Subrecipient shall document its fair housing activities by keeping photographs, newspaper articles, sign-in sheets and copies of handouts in their CDBG-MIT project file and include information about the activities in the comment section of each quarterly report.

Equal Employment Opportunity

As a condition for the receipt of CDBG-MIT funds, each Subrecipient must certify that it and the contractors, subcontractors, subrecipients and consultants that it hires with CDBG-MIT funds will abide by the Equal Employment Opportunity (EEO) Laws of the United States. A Subrecipient shall demonstrate its commitment to abide by the laws through the actions listed below.

Each Subrecipient shall do the following:

1. Have in place an equal employment opportunity resolution or ordinance that protects its applicants and employees and the applicants and employees of its contractors, subcontractors, subrecipients and consultants from discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral and other aspects of employment, on the basis of race, color, religion, sex, national origin, disability, age or genetics;
2. Designate an employee as the EEO Coordinator who is available during regular business hours to receive EEO calls;
3. Publish the EEO Coordinator's contact information quarterly in a newspaper of general circulation in the Subrecipient's jurisdiction so that people know who to call to ask EEO questions or register a complaint. Alternatively, the Subrecipient can post the coordinator's contact information throughout the quarter on the home page of its website; and
4. Establish a system to record the following for each EEO call:
 - a) The nature of the call,
 - b) The actions taken in response to the call and
 - c) The results of the actions taken;
5. Each Subrecipient shall maintain a list of certified minority-owned business enterprises (MBE) and women-owned business enterprises (WBE) that operate in its region. The Subrecipient shall use this list to solicit companies to bid on CDBG-MIT-funded construction activities and shall provide a copy of the list to the prime contractor(s) to use when it hires subcontractors and consultants. The Department of Management Services maintains a list of certified minority- and women-owned businesses that can be used to develop a local MBE/WBE list at the following website: <https://osd.dms.myflorida.com/directories>.
6. Incorporate the Equal Employment Opportunity clause set forth in 41 CFR Part 60-1.4(b) into any contracts or subcontracts that meet the definition of "federally assisted construction contract" in 41 CFR 60-1.3.

Section 504 and the Americans with Disabilities Act (ADA)

As a condition for the receipt of CDBG-MIT funds, the Subrecipient must certify that it provides access to all federally funded activities to all individuals, regardless of handicap. The Subrecipient shall demonstrate its commitment to abide by the laws through the actions listed below.

The Subrecipient shall do the following:

1. Have in place a resolution or ordinance that is designed to eliminate discrimination against any person who:
 - a) Has a physical or mental impairment which substantially limits one or more major life activities,
 - b) Has a record of such an impairment, or
 - c) Is regarded as having such an impairment;
2. Designate an employee as the Section 504/ADA Coordinator who is available during regular business hours to receive Section 504/ADA calls;
3. Publish the Section 504/ADA Coordinator's contact information quarterly in a newspaper of general circulation in the Subrecipient's jurisdiction so that people know who to call to ask Section 504/ADA questions or register a complaint. Alternatively, the Subrecipient can post the coordinator's contact information throughout the quarter on the home page of its website; and
4. Establish a system to record the following for each Section 504/ADA call:
 - a) The nature of the call,
 - b) The actions taken in response to the call and

c) The results of the actions taken.

Section 504 prohibitions against discrimination (see 45 CFR part 84) apply to service availability, accessibility, delivery, employment and the administrative activities and responsibilities of organizations receiving Federal financial assistance. A Subrecipient of Federal financial assistance may not, on the basis of disability:

1. Deny qualified individuals the opportunity to participate in or benefit from Federally funded programs, services or other benefits,
2. Deny access to programs, services, benefits or opportunities to participate as a result of physical barriers, or
3. Deny employment opportunities, including hiring, promotion, training and fringe benefits, for which they are otherwise entitled or qualified.

The ADA regulations (Title II, 28 CFR part 35, and Title III, 28 CFR part 36) prohibit discrimination on the basis of disability in employment, State and local government, public accommodations, commercial facilities, transportation, and telecommunications. To be protected by the ADA, one must have a disability or have a relationship or association with an individual with a disability.

Title II covers all activities of state and local governments regardless of the government entity's size or receipt of Federal funding. Title II requires that State and local governments give people with disabilities an equal opportunity to benefit from all of their programs, services and activities (e.g. public education, employment, transportation, recreation, health care, social services, courts, voting and town meetings). State and local governments are required to follow specific architectural standards in the new construction and alteration of their buildings. They also must relocate programs or otherwise provide access in inaccessible older buildings, and communicate effectively with people who have hearing, vision or speech disabilities.

Title III covers businesses and nonprofit service providers that are public accommodations, privately operated entities offering certain types of courses and examinations, privately operated transportation and commercial facilities. Public accommodations are private entities who own, lease, lease to or operate facilities such as restaurants, retail stores, hotels, movie theaters, private schools, convention centers, doctors' offices, homeless shelters, transportation depots, zoos, funeral homes, day care centers and recreation facilities including sports stadiums and fitness clubs. Transportation services provided by private entities are also covered by Title III.

Section 3 - Economic Opportunities for Low- and Very Low-Income Persons

Each Subrecipient shall encourage its contractors to hire qualified low- and moderate-income residents for any job openings that exist on CDBG-MIT-funded projects in the community. The Subrecipient and its contractors shall keep records to document the number of low- and moderate-income people who are hired to work on CDBG-MIT-funded projects. The number of low- and moderate-income residents who are hired to work of the project shall be reported in the comment section of the quarterly report.

The following Section 3 clause is required to be included in any contracts and subcontracts funded by this Agreement:

Section 3 Clause

1. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are Subrecipients of HUD assistance for housing.
2. The Parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.
3. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the

notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

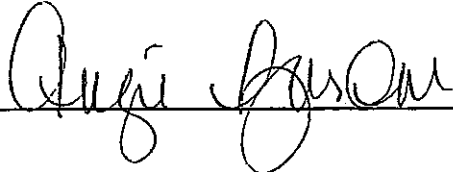
4. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.
5. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.
6. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default and debarment or suspension from future HUD assisted contracts.
7. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

Civil Rights Regulations

As a condition for the receipt of CDBG-MIT funds, each Subrecipient must certify that it will abide by the following Federal laws and regulations:

1. Title VI of the Civil Rights Act of 1964 – Prohibits discrimination by government agencies that receive Federal funding;
2. Title VII of the Civil Rights Act of 1964 – prohibits employment discrimination on the basis of race, color, religion, sex or national origin;
3. Title VIII of the Civil Rights Act of 1968 – as amended (the Fair Housing Act of 1988);
4. 24 CFR § 570.487(b) – Affirmatively Furthering Fair Housing;
5. 24 CFR § 570.490(b) – Unit of general local government's record;
6. 24 CFR § 570.606(b) – Relocation assistance for displaced persons at URA levels;
7. Age Discrimination Act of 1975;
8. Executive Order 12892 – Leadership and Coordination of Fair Housing in Federal Programs: Affirmatively Furthering Fair Housing;
9. Section 109 of the Housing and Community Development Act of 1974 – No person shall be excluded from participation in, denied benefits of or subjected to discrimination under any program or activity receiving CDBG-MIT funds because of race, color, religion, sex or national origin;
10. Section 504 of the Rehabilitation Act of 1973 and 24 CFR part 8, which prohibits discrimination against people with disabilities;
11. Executive Order 11063 – Equal Opportunity in Housing;
12. Executive Order 11246 – Equal Employment Opportunity; and
13. Section 3 of the Housing and Urban Development Act of 1968, as amended – Employment/Training of Lower Income Residents and Local Business Contracting.

I hereby certify that the Town of Eatonville shall comply with all of the provisions and Federal regulations listed in this Attachment F.

By:  Date: 8-18-22

Name: Angie Gardner

Title: Mayor

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Attachment G – Reports

The following reports must be completed and submitted to DEO in the time frame indicated below. Failure to timely file these reports constitutes an Event of Default, as defined in Paragraph (10) Default, of this Agreement.

1. **Monthly Progress Report** must be submitted to DEO ten (10) calendar days after the end of each month.
2. A **Quarterly Progress Report** must be submitted to DEO on forms to be provided by DEO no later than the 10th of every April, July, October and January.
3. A **Contract and Subcontract Activity** form, Form HUD-2516, currently available at https://www.hud.gov/sites/documents/DOC_36660; which is incorporated herein by reference, must be submitted by April 15 and October 15 each year through the DEO's SERA reporting system. The form must reflect all contractual activity for the period, including Minority Business Enterprise and Woman Business Enterprise participation. If no activity has taken place during the reporting period, the form must indicate "no activity".

The Subrecipient shall closeout its use of the CDBG-MIT funds and its obligations under this Agreement by complying with the closeout procedures in 2 CFR § 200.343. Activities during this close-out period may include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances and accounts receivable to the Subrecipient) and determining the custodianship of records.

Notwithstanding the terms of 2 CFR 200.343, upon the expiration of this Agreement, the Subrecipient shall transfer to the recipient any CDBG-MIT funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG-MIT funds. Further, any real property under the Subrecipient's control that was acquired or improved in whole or in part with CDBG-MIT funds (including CDBG-MIT funds provided to the Subrecipient in the form of a loan) shall be treated in accordance with 24 CFR 570.503(b)(7).

4. In accordance with 2 CFR part 200, should the Subrecipient meet the threshold for submission of a single or program specific audit, the audit must be conducted in accordance with 2 CFR part 200 and submitted to DEO no later than nine months from the end of the Subrecipient's fiscal year. If the Subrecipient did not meet the audit threshold, an **Audit Certification Memo** must be provided to DEO no later than nine months from the end of the Subrecipient's fiscal year.
5. A copy of the **Audit Compliance Certification** form, Attachment J, must be emailed to audit@deo.myflorida.com within sixty (60) calendar days of the end of each fiscal year in which this subgrant was open.
6. **Section 3 Quarterly Reporting Requirements.** Reporting of labor hours for Section 3 projects must comply with 24 CFR §75.25(a). Subrecipients must report the following: (i) the total number of labor hours worked; (ii) the total number of labor hours worked by Section 3 workers; and (iii) the total number of labor hours worked by Targeted Section 3 workers. If Section 3 benchmarks are not met, the subrecipient's qualitative efforts must be reported in a manner required by 24 CFR §75.25(b).

Subrecipients shall provide Section 3 Reporting quarterly to DEO by the 10th of each quarter (January 10, April 10, July 10, and October 10). For Section 3 Reporting, Subrecipients should complete and return the Project Implementation Plan template to DEO.

7. Request for Funds must be submitted as required by DEO and in accordance with the **Project Description and Deliverables, Project Budget and Activity Work Plan**.
8. All forms referenced herein are available online or upon request from DEO's grant manager for this Agreement.

Attachment H – Warranties and Representations**Financial Management**

The Subrecipient's financial management system must comply with the provisions of 2 CFR part 200 (and particularly 2 C.F.R. 200.302 titled "Financial Management"), Section 218.33, F.S., and include the following:

1. Accurate, current and complete disclosure of the financial results of this project or program.
2. Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.
3. Effective control over and accountability for all funds, property and other assets. The Subrecipient shall safeguard all assets and assure that they are used solely for authorized purposes.
4. Comparison of expenditures with budget amounts for each Request for Funds (RFF). Whenever appropriate, financial information should be related to performance and unit cost data.
5. Written procedures to determine whether costs are allowed and reasonable under the provisions of the 2 CFR part 200 (and particularly 2 CFR 200 Subpart E titled "Costs Principles") and the terms and conditions of this Agreement.
6. Cost accounting records that are supported by backup documentation.

Competition

All procurement transactions must follow the provisions of 2 CFR §§ 200.318-200.327 and be conducted in a manner providing full and open competition. The Subrecipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids or requests for proposals shall be excluded from competing for such procurements. Awards must be made to the responsible and responsive bidder or offeror whose proposal is most advantageous to the program, considering the price, quality and other factors. Solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill in order for the bid or offer to be evaluated by the Subrecipient. Any and all bids or offers may be rejected if there is a sound, documented reason.

Codes of Conduct

The Subrecipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer or agent shall participate in the selection, award or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in a tangible personal benefit from a firm considered for a contract. The officers, employees and agents of the Subrecipient shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors or parties to subcontracts. The standards of conduct must provide for disciplinary actions to be applied for violations of the standards by officers, employees or agents of the Subrecipient. (*See* 2 CFR § 200.318(c)(1).)

Business Hours

The Subrecipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site at all reasonable times for business. "Reasonable" shall be construed according to circumstances, but ordinarily shall mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

Licensing and Permitting

All contractors or employees hired by the Subrecipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Subrecipient.

Attachment I – Audit Requirements

The administration of resources awarded by DEO to the Subrecipient may be subject to audits and/or monitoring by DEO as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR 200 Subpart F - Audit Requirements, and section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEO staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this Agreement, the Subrecipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by DEO. In the event DEO determines that a limited scope audit of the Subrecipient is appropriate, the Subrecipient agrees to comply with any additional instructions provided by DEO staff to the Subrecipient regarding such audit. The Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED. This part is applicable if the Subrecipient is a state or local government or nonprofit organization as defined in 2 CFR §200.1.

1. A Subrecipient that expends \$750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT 1 to this form lists the federal resources awarded through DEO by this agreement. In determining the federal awards expended in its fiscal year, the Subrecipient shall consider all sources of federal awards, including federal resources received from DEO. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the Subrecipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.
2. For the audit requirements addressed in Part I, paragraph 1, the Subrecipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.
3. A Subrecipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the Subrecipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from Subrecipient resources obtained from other than federal entities).

PART II: STATE FUNDED. This part is applicable if the Subrecipient is a non-state entity as defined by Section 215.97(2), F.S.

1. In the event that the Subrecipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such Subrecipient (for fiscal years ending June 30, 2017, and thereafter), the Subrecipient must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through DEO by this agreement. In determining the state financial assistance expended in its fiscal year, the Subrecipient shall consider all sources of state financial assistance, including state financial assistance received from DEO, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.
2. For the audit requirements addressed in Part II, paragraph 1, the Subrecipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting

package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the Subrecipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the Subrecipient expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the Subrecipient's resources obtained from other than state entities).

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), F.S., State agencies may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with Section 215.97, F.S. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

N/A

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this form shall be submitted, when required by 2 CFR § 200.512, by or on behalf of the Subrecipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.1 and §200.512.

The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

2. Copies of financial reporting packages required by Part II of this form shall be submitted by or on behalf of the Subrecipient directly to each of the following:

- a. DEO at each of the following addresses:

Electronic copies (preferred): or
Audit@deo.myflorida.com

Paper (hard copy):
 Department Economic Opportunity
 MSC # 75, Caldwell Building
 107 East Madison Street
 Tallahassee, FL 32399-4126

- b. The Auditor General's Office at the following address:

Auditor General
 Local Government Audits
 342 Claude Pepper Building, Room 401
 111 West Madison Street
 Tallahassee, Florida 32399-1450

The Auditor General's website (<https://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or the management letter required by Part III of this form shall be submitted by or on behalf of the Subrecipient directly to:

Electronic copies (preferred):
Audit@deo.myflorida.com

or

Paper (hard copy):
Department Economic Opportunity
MSC # 75, Caldwell Building
107 East Madison Street
Tallahassee, FL 32399-4126

4. Any reports, management letters, or other information required to be submitted DEO pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
5. Subrecipients, when submitting financial reporting packages to DEO for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Subrecipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION. The Subrecipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five (5) years from the date the audit report is issued, or six (6) state fiscal years after all reporting requirements are satisfied and final payments have been received, whichever period is longer, and shall allow DEO, or its designee, CFO, or Auditor General access to such records upon request. The Subrecipient shall ensure that audit working papers are made available to DEO, or its designee, CFO, or Auditor General upon request for a period of six (6) years from the date the audit report is issued, unless extended in writing by DEO. In addition, if any litigation, claim, negotiation, audit, or other action involving the records has been started prior to the expiration of the controlling period as identified above, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer.

Exhibit 1 to Attachment I – Funding Sources

Federal Resources Awarded to the Subrecipient Pursuant to this Agreement Consist of the Following:

Federal Awarding Agency:	U.S. Department of Housing and Urban Development
Federal Funds Obligated to Subrecipient:	\$5,986,105.00
Catalog of Federal Domestic Assistance Title:	Community Development Block Grants/State's Program and Non-Entitlement Grants in Hawaii
Catalog of Federal Domestic Assistance Number:	14.228
Project Description:	The Town of Eatonville has been awarded \$5,986,105.00 in CDBG-MIT (Community Development Block Grant – Mitigation) funding for mitigation efforts to improve the water system's resilience and reliability in the event of hurricane and consequent emergencies and harden critical system facilities against direct effects of hurricanes.

This is not a research and development award.

Compliance Requirements Applicable to the Federal Resources Awarded Pursuant to this Agreement are as Follows:

Federal Program

1. The Subrecipient shall perform its obligations in accordance with Sections 290.0401- 290.048, F.S.
2. The Subrecipient shall perform its obligations in accordance with 24 CFR §§ 570.480 – 570.497.
3. The Subrecipient shall perform the obligations as set forth in this Agreement, including any attachments or exhibits thereto.
4. The Subrecipient shall perform the obligations in accordance with chapter 73C-23.0051(1) and (3), F.A.C.
5. The Subrecipient shall be governed by all applicable laws, rules and regulations, including, but not necessarily limited to, those identified in Award Terms & Conditions and Other Instructions of the Subrecipient's Notice of Subgrant Award/Fund Availability (NFA).

State Resources Awarded to the Subrecipient Pursuant to this Agreement Consist of the Following: N/A

Matching Resources for Federal Programs: N/A

Subject to Section 215.97, Florida Statutes: N/A

Compliance Requirements Applicable to State Resources Awarded Pursuant to this Agreement are as Follows:
N/A

NOTE: Title 2 CFR § 200.331 and Section 215.97(5), F.S., require that the information about Federal Programs and State Projects included in Exhibit 1 and the Notice of Subgrant Award/Fund Availability be provided to the Subrecipient.

Attachment J – Audit Compliance Certification

Email a copy of this form within 60 days of the end of each fiscal year in which this subgrant was open to audit@deo.myflorida.com.

Subrecipient:

FEIN:

Subrecipient's Fiscal
Year:

Contact Name:

Contact's Phone:

Contact's Email:

1. Did the Subrecipient expend state financial assistance, during its fiscal year that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between the Subrecipient and the Department of Economic Opportunity (DEO)? ☐ Yes ☐ No

If the above answer is yes, answer the following before proceeding to item 2.

Did the Subrecipient expend \$750,000 or more of state financial assistance (from DEO and all other sources of state financial assistance combined) during its fiscal year? ☐ Yes ☐ No

If yes, the Subrecipient certifies that it will timely comply with all applicable State single or project-specific audit requirements of Section 215.97, Florida Statutes and the applicable rules of the Department of Financial Services and the Auditor General.

2. Did the Subrecipient expend federal awards during its fiscal year that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between the Subrecipient and DEO? ☐ Yes ☐ No

If the above answer is yes, also answer the following before proceeding to execution of this certification:

Did the Subrecipient expend \$750,000 or more in federal awards (from DEO and all other sources of federal awards combined) during its fiscal year? ☐ Yes ☐ No

If yes, the Subrecipient certifies that it will timely comply with all applicable single or program-specific audit requirements of 2 CFR part 200, subpart F, as revised.

By signing below, I certify, on behalf of the Subrecipient, that the above representations for items 1 and 2 are true and correct.

Signature of Authorized Representative

Date

Printed Name of Authorized Representative

Title of Authorized Representative

Attachment K – Subrecipient Enterprise Resource Application (SERA) Form

Attachment K will be provided after execution of this Agreement

Attachment L

2 CFR Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

- (A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- (B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.
- (C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- (D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- (E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not

apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See 200.323 – Procurement of Recovered Materials.

(K) See 200.216 – Prohibition on certain telecommunications and video surveillance services or equipment.

(L) See 200.322 – Domestic Preferences for procurements.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13, 2020]

Attachment M

**State of Florida
Department of Economic Opportunity**

**Federally Funded
Community Development Block Grant
Disaster Recovery (CDBG-MIT) Subrogation Agreement**

This Subrogation and Assignment Agreement ("Agreement") is made and entered into by and between the Town of Eatonville (hereinafter referred to as "Subrecipient") and the State of Florida, Department of Economic Opportunity (hereinafter referred to as "DEO").

In consideration of Subrecipient's receipt of funds or the commitment by DEO to evaluate Subrecipient's application for the receipt of funds (collectively, the "Grant Proceeds") under the DEO Community Development Block Grant-Mitigation Program (the "CDBG-MIT Program") administered by DEO, Subrecipient hereby assigns to DEO all of Subrecipient's future rights to reimbursement and all payments received from any grant, subsidized loan, lawsuit or insurance policies of any type or coverage or under any reimbursement or relief program related to or administered by the Federal Emergency Management Agency ("FEMA") or the Small Business Administration ("SBA") (singularly, a "Disaster Program" and collectively, the "Disaster Programs") that was the basis of the calculation of Grant Proceeds paid or to be paid to Subrecipient under the CDBG-MIT Program and that are determined in the sole discretion of DEO to be a duplication of benefits ("DOB") as provided in this Agreement.

The proceeds or payments referred to in the preceding paragraph, whether they are from insurance, FEMA or the SBA or any other source, and whether or not such amounts are a DOB, shall be referred to herein as "Proceeds," and any Proceeds that are a DOB shall be referred to herein as "DOB Proceeds." Upon receiving any Proceeds, Subrecipient agrees to immediately notify DEO who will determine in its sole discretion if such additional amounts constitute a DOB. If some or all of the Proceeds are determined to be a DOB, the portion that is a DOB shall be paid to DEO, to be retained and/or disbursed as provided in this Agreement. The amount of DOB determined to be paid to DEO shall not exceed the amount received from the CDBG-MIT Program.

Subrecipient agrees to assist and cooperate with DEO to pursue any of the claims Subrecipient has against the insurers for reimbursement of DOB Proceeds under any such policies. Subrecipient's assistance and cooperation shall include but shall not be limited to allowing suit to be brought in Subrecipient's name(s) and providing any additional documentation with respect to such consent, giving depositions, providing documents, producing record and other evidence, testifying at trial and any other form of assistance and cooperation reasonably requested by DEO. Subrecipient further agrees to assist and cooperate in the attainment and collection of any DOB Proceeds that the Subrecipient would be entitled to under any applicable Disaster Program.

If requested by DEO, Subrecipient agrees to execute such further and additional documents and instruments as may be requested to further and better assign to DEO, to the extent of the Grant Proceeds paid to Subrecipient under the CDBG-MIT Program, the Policies, any amounts received under the Mitigation Programs that are DOB Proceeds and/or any rights thereunder, and to take, or cause to be taken, all actions and to do, or cause to be done, all things requested by DEO to consummate and make effective the purposes of this Agreement.

Subrecipient explicitly allows DEO to request of any company with which Subrecipient held insurance policies, or FEMA or the SBA or any other entity from which Subrecipient has applied for or is receiving Proceeds, any non-public or confidential information determined to be reasonably necessary by DEO to monitor/enforce its interest in the rights assigned to it under this Agreement and give Subrecipient's consent to such company to release said information to DEO.

If Subrecipient (or any lender to which DOB Proceeds are payable to such lender, to the extent permitted by superior loan documents) hereafter receives any DOB Proceeds, Subrecipient agrees to promptly pay such amounts to DEO, if Subrecipient received Grant Proceeds under the CDBG-MIT Program in an amount greater than the amount Subrecipient would have received if such DOB Proceeds had been considered in the calculation of Subrecipient's award.

In the event that the Subrecipient receives or is scheduled to receive any subsequent Proceeds, Subrecipient shall pay such subsequent Proceeds directly to DEO, and DEO will determine the amount, if any, of such subsequent Proceeds that are DOB Proceeds ("Subsequent DOB Proceeds"). Subsequent Proceeds in excess of Subsequent DOB Proceeds shall be returned to the Subrecipient. Subsequent DOB Proceeds shall be disbursed as follows:

1. If the Subrecipient has received full payment of the Grant Proceeds, any Subsequent DOB Proceeds shall be retained by DEO.
2. If the Subrecipient has received no payment of the Grant Proceeds, any Subsequent DOB Proceeds shall be used by DEO to reduce payments of the Grant Proceeds to the Subrecipient, and all Subsequent DOB Proceeds shall be returned to the Subrecipient.
3. If the Subrecipient has received a portion of the Grant Proceeds, any Subsequent DOB Proceeds shall be used, retained and/or disbursed in the following order: (A) Subsequent DOB Proceeds shall first be used to reduce the remaining payments of the Grant Proceeds, and Subsequent DOB Proceeds in such amount shall be returned to the Subrecipient; and (B) any remaining Subsequent DOB Proceeds shall be retained by DEO.
4. If DEO makes the determination that the Subrecipient does not qualify to participate in the CDBG-MIT Program or the Subrecipient determines not to participate in the CDBG-MIT Program, the Subsequent DOB Proceeds shall be returned to the Subrecipient, and this Agreement shall terminate.

Once DEO has recovered an amount equal to the Grant Proceeds paid to Subrecipient, DEO will reassign to Subrecipient any rights assigned to DEO pursuant to this Agreement.

Subrecipient represents that all statements and representations made by Subrecipient regarding Proceeds received by Subrecipient shall be true and correct as of the date of the signing of this Agreement.

Warning: Any person who intentionally or knowingly makes a false claim or statement to HUD may be subject to civil or criminal penalties under 18 U.S.C. 287, 1001 and 31 U.S.C. 3729.

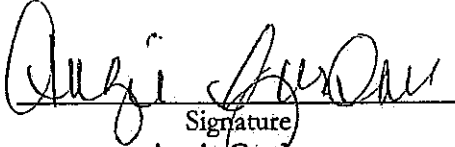
~ Remainder of this page is intentionally left blank ~

The person executing this Agreement on behalf of the Subrecipient hereby represents that he/she has received, read, and understands this notice of penalties for making a false claim or statement regarding Proceeds received by Subrecipient.

In any proceeding to enforce this Agreement, DEO shall be entitled to recover all costs of enforcement, including actual attorney's fees.

TOWN OF EATONVILLE

By


Signature
Angie Gardner

Title

Mayor

Date

8-18-22

**DEPARTMENT OF ECONOMIC
OPPORTUNITY**

By


Signature
Dane Eagle

Title

Secretary

Date

9/27/2022

GRANTS

U.S. Department of Justice

Byrne Discretionary Community Project Funding

Grant Amount

\$1,000,000

Grantee

Eatonville Community Redevelopment Agency

Project Name

Community Policing

Project Scope

Through this opportunity, the Bureau of Justice Assistance (BJA) seeks applications to support projects designated for funding in the Consolidated Appropriations Act, 2023 (Public Law 117-328) to improve the functioning of the criminal justice system, to prevent or combat juvenile delinquency, and to assist victims of crime (other than compensation).

Grant Status

This Grant is in Pre-Award status. Prior to the Authorized Representative accepting the award, the Entity Administrator needs to assign a Financial Manager (responsible for submitting the Federal Financial Form), a Grant Award Administrator (responsible for submitting Grant Award Modifications, Performance Reports and Closeouts) and an Alternate Grant Award Administrator (responsible for submitting Grant Award Modifications) to the award.

Standard Applicant Information

Project Information

Project Title	Proposed Project Start Date	Proposed Project End Date
Eatonville Community Policing Initiative	8/1/23	1/3/25
Federal Estimated Funding (Federal Share)	Applicant Estimated Funding (Non-Federal Share)	Program Income Estimated Funding
1000000.0	0.0	0.0
Total Estimated Funding		
1000000.0		

Areas Affected by Project (Cities, Counties, States, etc.)

No items

Type Of Applicant

Type of Applicant 1: Select Applicant Type:

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

Other (specify):

Application Submitter Contact Information

Application POC Prefix Name

Ms.

Application POC First Name

NICHOLE

Application POC Middle Name

Application POC Last Name

BONDS

Application POC Suffix Name

Organizational Affiliation

Title

Email ID

nbonds@townofeatonville.org

Phone Number

Fax Number

4079601361

Section II. Item #1.

ORINumber
_____**Executive Order and Delinquent Debt Information**

Is Application Subject to Review by State Under Executive Order 12372? *

c. Program is not covered by E.O. 12372.

Is the Applicant Delinquent on Federal Debt?

No

SF424 Attachments (4)**Name**Form SF424_4_0-V4.0.pdf**Date Added**

6/29/23

**Name**Form SFLLL_2_0-V2.0.pdf**Date Added**

6/29/23

**Name**SF424_4_0-AdditionalProjectTitle-1234-
Examples_Comm_Pol_Initiat+**Date Added**

6/29/23

**Name**GrantApplication.xml**Date Added**

6/29/23

Authorized Representative**Authorized Representative Information****Prefix Name**

Mr.

First Name Middle Name Last Name Suffix Name

JOSEPH — JENKINS —

Title

Verify Legal Name, Doing Business As, and Legal Address

Section II. Item #1.

Legal Name

TOWN OF EATONVILLE

Doing Business As**UEI**

LX8VUL1TQH77

Legal Address**Street 1**

307 E KENNEDY BLVD

Street 2**City**

MAITLAND

State

FL

Zip/Postal Code

32751

Congressional District

10

Country

USA

Certification

The legal name + Doing Business As (DBA) and legal address define a unique entity in the system as represented in its entity profile. The profile legal name and address is applicable to ALL applications and awards associated to this fiscal agent.

1. If this information is correct confirm/acknowledge to continue with completion of this application.

I confirm this is the correct entity.

Signer Name

NICHOLE BONDS

Certification Date / Time

07/01/2023 07:20 AM

2. If the information displayed does not accurately represent the legal entity applying for federal assistance:

- a. Contact your Entity Administrator.
- b. Contact the System for Award Management (SAM.gov) to update the entity legal name/address.

3. If the above information is not the entity for which this application is being submitted, Withdraw/Delete this application. Please initiate a new application in Grants.gov with using the correct UEI/SAM profile.

Proposal Abstract

Orientation to customer service at all levels.

Encourage officers to participate with communities involving initiatives that promote partnerships and shared responsibilities.

Beyond enforcement, officers have the power to change a situation or correct a

problem by developing a plan with citizen/community support and/or assistance and resources to solve the situation or problem.

Reward officers for proactive efforts in problem solving and customer service efforts within the communities, and not totally reliant on traditional policing statistics

Implement methodologies to solicit, evaluate and act upon feedback from citizens and communities to better measure effectiveness of services, and community perception, such as Citizen /Community Surveys

Processes are in place to reciprocate the flow of information with citizens and communities by the agency.

Community Outreach / Community Affairs / Crime Prevention Units

Emphasis on training of personnel for Community Policing, Crime Prevention, and other initiatives Crisis Intervention Teams (CIT), may be in partnership with Dept. of Health

De-escalation Training for officers

Narcotics Deployment by Officers (Naloxone) Autism Spectrum Disorder training for officers

Social Media Communications (use and monitoring)

Community Meet & Greet Events (Community walks, Festivals, Fairs, etc.) Promote, recognize, and celebrate community volunteerism by agency members

Programs/Services:

Prevention Education Programs, such as:

Drug Abuse Resistance Education (DARE) -- Prevention Education

Not My Child -- Multi agency collaborative community discussion/presentation Gang Resistance Education And Training (GREAT)

Drug Take Back initiatives Speak up, Save a Life

Red Ribbon Week

Youth Programs, such as:

Stranger Danger Bicycle Safety

Youth Police Academy Police Athletic League (PAL) Police Explorers

Child / Youth Advocacy Center

Bigs in Blue (Big Brothers/Sisters of America and Police) McGruff prevention programs

Camp Cops / Youth Summer Camps

School Programs, such as:

School Resource Officer (SRO) Adopt a School

Student Mentoring Lunch Bunch (mentoring) Safe Walk Home

Every 15 Minutes

Senior Programs, such as:

Traid / SALT Senior Expo

Senior Center Presentations / AARP / Dept. of Aging Senior Liaison

Community Crime Prevention Programs, such as: National Night Out

Open House

Town Hall Meetings (Communication and Education) Citizens on Patrol / Community Assistance Patrol program Neighborhood Watch / Block Watch

Police-Community Relations Council See Something, Say Something Residential Security Surveys

Ride a Long program Patrol Checks

Bike Patrols

Offer Up / Transaction Safe Place (safe place for meeting over internet transactions)

Community Services Initiatives, such as: Citizen Police Academy

Victim Services

Multi-Cultural Liaison Shop with a Cop Coffee with a Cop Holiday Food Drive

Toys for Tots / Holiday Toy Drive Block Parties

Domestic Violence Liaison

Community Alert System (CAS) / Next Door

Beacon of Safety (blinking light to summon assistance from police/fire/EMS) Safe Streets

Homeless population; such as 911 Flagging

Citizens with Special Needs, such as:

Special Olympics / Law Enforcement Torch Run Project Life Saver

Business Initiatives, such as:

Commercial Surveys / Security Assessments Holiday Shopping Details

Commercial/Personal Security Training for owners and employees Active Shooter Training

Patrol Checks Business Watch

Faith Based Initiatives, such as:

Active Shooter Training (CRASE) Security Assessments

Partnership in Town Hall Meetings / Police-Community Meetings / Community Walks

Proposal Narrative



Name
Eatonville PD CRA
\$28002\$29.pdf

Category
Proposal Narrative

Created by
NICHOLE BONDS

**Application
Number**

**Date
Added**
06/30/2023



Budget and Associated Documentation

Budget Summary

Budget / Financial Attachments

Indirect Cost Rate Agreement

No documents have been uploaded for Indirect Cost Rate Agreement

Employee Compensation Waiver

Employee Compensation Waiver

No documents have been uploaded for Employee Compensation Waiver

Section II. Item #1.

Financial Management Questionnaire (Including applicant disclosure of high-risk status)

*

**Name**

Financial Management
Procedures - 5-2-2023
\$28DAS rev clean\$29.docx

Category

Financial Management and
 System of Internal Controls
 Questionnaire (including
 applicant disclosure of
 high-risk status)

Created by

NICHOLE BONDS

**Application
Number**

**Date
Added**

07/01/2023

Disclosure of Process Related to Executive Compensation

No documents have been uploaded for Disclosure of Process Related to Executive Compensation

Additional Attachments

No documents have been uploaded for Additional Attachments

Budget and Associated Documentation

	Year 1	Total
Personnel	\$395,965	\$395,965
Fringe, Benefits	\$0	\$0
Travel	\$0	\$0
Equipment	\$72,455	\$72,455
Supplies	\$0	\$0
Construction	\$436,580	\$436,580
SubAwards	\$0	\$0
Procurement Contracts	\$0	\$0
Other Costs	\$95,000	\$95,000
Total Direct Costs	\$1,000,000	\$1,000,000
Indirect Costs	\$0	\$0

Total Project Costs	\$1,000,000	\$1,000,000
Federal	\$1,000,000	\$1,000,000
Non-Federal	\$0	\$0

Budget Totals

	Total	Percentage
Total Project Cost	\$1,000,000	
Federal Funds	\$1,000,000	100.00%
Non-Federal Amount	\$0	0.00%
Match Amount	\$0	0.00%
Program Income	\$0	0.00%

Please note: After completing this budget detail summary, please confirm that the following final values entered in this section are identical to those entered in the corresponding estimated cost section of the Standard Applicant Information. Specifically, the following must be equivalent. If they are not, you will not be able to submit this application until they are updated to be equivalent.

Standard Applicant Information	Equals	Budget Summary
Total Estimated Funding	=	Total Project Costs
Federal Estimated Funding (federal share)	=	Federal Funds
Applicant Estimated Funding (non-federal share)	=	Match Amount
Program Income Estimated Funding	=	Program Income Amount

DOES THIS BUDGET CONTAIN CONFERENCE COSTS WHICH IS DEFINED BROADLY TO INCLUDE MEETINGS, RETREATS, SEMINARS, SYMPOSIA, AND TRAINING ACTIVITIES? **No**

Personnel**Instructions**

List each position by title and name of employee, if available. Show the annual salary rate and the percentage of time to be devoted to the project. Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the applicant organization. In the narrative section, please provide a specific description of the responsibilities and duties for each position, and explain how the responsibilities and duties support the project goals and objectives outlined in your application.

Year 1

Year 1**Personnel Detail**

Name	Position	Salary	Rate	Time Worked	Percentage of Time (%)	Total Cost
	Police Explorer Director	\$59,193.00	Y	5.00	100.00%	\$295,965.00

Senior	\$20,000.00	Y	5.00	100.00%	\$100,000.00
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Liason

Personnel Total Cost	Total Non-Federal Amt (Match or Prog Inc)	Total Federal Amount
\$395,965	\$0	\$395,965

Additional Narrative

The Senior liaison officer is an employee who will build and maintain mutually beneficial relationships, facilitate communications and coordinates activities among our Senior community, the police department and the Town.

Fringe Benefits**Instructions**

Fringe benefits should be based on the actual known costs or an approved negotiated rate by a Federal Agency. If not based on an approved negotiated rate, list the composition of the fringe benefit package. Fringe benefits are for the personnel listed in Personnel budget category listed and only for the percentage of time devoted to the project. In the narrative section, please provide a specific description for each item

Year 1

Fringe Benefit Detail

Name	Base	Rate (%)	Total Cost
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No items

Fringe Benefits Total Cost	Total Non-Federal Amt (Match or Prog Inc)	Total Federal Amount
\$0	\$0	\$0

Additional Narrative**Travel****Instructions**

Itemize travel expenses of staff personnel (e.g. staff to training, field interviews, advisory group meeting, etc.). Describe the purpose of each travel expenditure in reference to the project objectives. Show the basis of computation (e.g., six people to 3-day training at \$X airfare, \$X lodging, \$X subsistence). In training projects, travel and meals for trainees should be listed separately. Show the number of trainees and the unit costs involved. Identify the location of travel, if known; or if unknown, indicate "location to be determined." Indicate whether applicant's formal written travel policy or the Federal Travel Regulations are followed. Note: Travel expenses for consultants should be included in the "Consultant Travel" data fields under the "Subawards (Subgrants)/Procurement Contracts" category. For each Purpose Area applied for, the budget should include the estimated cost for travel and accommodations for two staff to attend two three-day long meetings, with one in Washington D.C. and one in their region, with the exception of Purpose Area 1, which should budget for one meeting in Washington D.C. and Purpose Areas 6 and 7, which should budget for 3 meetings within a 3 year period, with 2 in Washington D.C. and 1 within their region. All requested information must be included in the budget detail worksheet and budget narrative.

Year 1

Travel Detail

Purpose of Travel	Location	Type or Expense	Basis	Cost	Quantity	# OT Staff	# OT Trips	Total Cost	Non-Federal Contribution
No items									
Travel Total Cost		Total Non-Federal Amt (Match or Prog Inc)		Total Federal Amount					
\$0		\$0		\$0					

Section II. Item #1.

Equipment

Instructions

List non-expendable items that are to be purchased (Note: Organization's own capitalization policy for classification of equipment should be used). Expendable items should be included in the "Supplies" category. Applications should analyze the cost benefits of purchasing versus leasing equipment, especially high cost items and those subject to rapid technological advances. Rented or leased equipment costs should be listed in the "Contracts" data fields under the "Sub awards" (Sub grants)/Procurement Contracts" category. In the budget narrative, explain how the equipment is necessary for the success in the budget narrative, explain how the equipment is necessary for the success of the project, and describe the procurement method to be used. All requested information must be included in the budget detail worksheet and budget narrative.

Year 1					
Equipment Detail					
Equipment Item	# of Items	Cost	Total Cost	Non-Federal Contribution	Federal Request
ADA Compliant Van	1.00	\$50,205.00	\$50,205.00	\$0.00	\$50,205.00
Ring Camers	300.00	\$60.00	\$18,000.00	\$0.00	\$18,000.00
Body Cameras	17.00	\$250.00	\$4,250.00	\$0.00	\$4,250.00
Equipment Total Cost		Total Non-Federal Amt (Match or Prog Inc)		Total Federal Amount	
\$72,455		\$0		\$72,455	

Additional Narrative

The grant will purchase 17 body cameras for officers and 308 ring cameras for the Town's seniors. Also, the purchase of a ADA compliant Van for Senior and Explorers programs.

Supply Items

Instructions

List items by type (office supplies, postage, training materials, copy paper, and expendable equipment items costing less than \$5,000, such as books, hand held tape recorders) and show the basis for computation. Generally, supplies include any materials that are expendable or consumed during the course of the project. All requested information must be included in the budget detail worksheet and budget narrative.

Year 1

Supply Item Detail

Purpose of Supply Items	# of Items	Unit Cost	Total Cost	Non-Federal Contribution	Federal Request
No Items					
Supplies Total Cost	Total Non-Federal Amt (Match or Prog Inc)		Total Federal Amount		
\$0	\$0		\$0		

Construction

Instructions

As a rule, construction costs are not allowable. In some cases, minor repairs or renovations may be allowable. Consult with the DOJ grant-making component before budgeting funds in this category. In the narrative section, please provide a specific description for each item, and explain how the item supports the project goals and objectives outlined in your application.

Year 1

Construction Detail

Purpose of Construction	Description of Work	# of Items	Cost	Total Cost	Non-Federal Contribution	Federal Request
Sub Station	Prefab steel building	1.00	\$436,580.00	\$436,580.00	\$0.00	\$436,580.00
Construction Total Cost	Total Non-Federal Amt (Match or Prog Inc)		Total Federal Amount			
\$436,580	\$0		\$436,580			

Additional Narrative

Construction of Community Policing Services Center in Catalina Park/Youth Advocacy Center 750 sq/ft prefab steel building - \$350,000 Full installation Building contingency: \$50,000 Furnishings, digital equipment for presentations, appliances: \$36,580

Subawards

Instructions

Subawards (see "Subaward" definition at 2 CFR 200.92) : Provide a description of the Federal Award activities proposed to be carried out by any subrecipient and an estimate of the cost (include the cost per subrecipient, to the extent known prior to the application submission). For each subrecipient, enter the subrecipient entity name, if known. Please indicate any subaward information included under budget category Subawards (Subgrants) Contracts by including the label "(subaward)" with each subaward category.

Year 1

Subaward (Subgrant) Detail

Description	Purpose	Consultant	Country	State/U.S. Territory	City	Total Cost	Non-Federal Contribution	Federal Request
No Items								

Subawards Total Cost	Total Non-Federal Amt (Match or Prog Inc)	Total Federal Amount
\$0	\$0	\$0
Add Consultant Travel		

Procurement contracts (see "Contract" definition at 2 CFR 200.22): Provide a description of the product or service to be procured by contract and an estimate of the cost. Indicate whether the applicant's formal, written Procurement Policy or the Federal Acquisition Regulation is followed. Applicants are encouraged to promote free and open competition in awarding procurement contracts. A separate justification must be provided for sole source procurements in excess of the Simplified Acquisition Threshold set in accordance with 41 U.S.C. 1908 (currently set at \$250,000) for prior approval. Please provide a specific description for each item, and explain how the item supports the project goals and objectives outlined in your application. **Consultant Fees:** For each consultant enter the name, if known, service to be provided, hourly or daily fee (8-hour day), and estimated time on the project. Unless otherwise approved by the COPS Office, approved consultant rates will be based on the salary a consultant receives from his or her primary employer. Consultant fees in excess of \$650 per day require additional written justification, and must be pre-approved in writing by the COPS Office if the consultant is hired via a noncompetitive bidding process. Please provide a specific description for each item, and explain how the item supports the project goals and objectives outlined in your application. Please visit <https://cops.usdoj.gov/grants> for a list of allowable and unallowable costs for this program.

Instructions

Procurement contracts (see "Contract" definition at 2 CFR 200.1): Provide a description of the product or service to be procured by contract and an estimate of the cost. Indicate whether the applicant's formal, written Procurement Policy or the Federal Acquisition Regulation is followed. Applicants are encouraged to promote free and open competition in awarding procurement contracts. A separate justification must be provided for noncompetitive procurements in excess of the Simplified Acquisition Threshold set in accordance with 41 U.S.C. 1908 (currently set at \$250,000).

Consultant Fees: For each consultant enter the name, if known, service to be provided, hourly or daily fee (8-hour day), and estimated time on the project. Written prior approval and additional justification is required for consultant fees in excess of the DOJ grant-making component's threshold for an 8-hour day.

In the narrative section, please provide a specific description for each item, and explain how the item supports the project goals and objectives outlined in your application.

Year 1

▼ Procurement Contract Detail								
Description	Purpose	Consultant	Country	State/U.S. Territory	City	Total Cost	Non-Federal Contribution	Federal Request
No items								
Do you need Consultant Travel?								

Procurement Cost	Total Non-Federal Amt (Match or Prog Inc)	Total Federal Amount						
\$0	\$0	\$0						

Other Direct Costs**Instructions**

List items (e.g., rent, reproduction, telephone, janitorial or security services, and investigative or confidential funds) by type and the basis of the computation. For example, provide the square footage and the cost per square foot for rent, or provide a monthly rental cost and how many months to rent. All requested information must be included in the budget detail worksheet and budget narrative.

Year 1

Other Cost Detail							
Description	Quantity	Basis	Costs	Length of Time	Total Costs	Non-Federal Contribution	Federal Request
National Night Out	1.00		\$5,000.00	5.00	\$25,000.00		\$25,000.00
Program Services	1.00		\$2,000.00	5.00	\$10,000.00		\$10,000.00
Police Explorers Program	10.00		\$200.00	5.00	\$10,000.00		\$10,000.00
PAL Youth Baseball Program	1.00		\$3,000.00	5.00	\$15,000.00		\$15,000.00
PAL Youth Basketball Program	1.00		\$3,000.00	5.00	\$15,000.00		\$15,000.00
Youth Summer Program	1.00		\$20,000.00	1.00	\$20,000.00		\$20,000.00
Other Costs Total Cost			\$95,000				
		Total Non-Federal Amt (Match or Prog Inc)			Total Federal Amount		
		\$0			\$95,000		

Additional Narrative

YOUTH PROGRAMS.... Camp Cops/Youth Summer Camps: 10 youth/yr for 5 yrs @ \$20,000 P.A.L. Youth Sports Program: Basketball - \$3,000/yr for 5 years = \$15,000 Baseball - \$3,000/yr for 5 years = \$15,000 Police Explorers Program: Uniforms and other equipment 10 youth/ 5 years/ \$200/yr - \$10,000 Program/Services: Prevention Education Programs: \$2,000/yr for 5 yrs = \$10,000 Senior Safety Programs: Senior Liaison - \$20,000/yr for 5 years = \$100,000 Ring Cameras - \$20,000 Senior Expos - \$3,000 Community Crime Prevention Program National Night Out - \$5,000/yr for 5 years = \$25,000 Youth and Senior Program transportation: ADA Compliant SUV Purchase: \$55,000 Insurance/Maintenance/ for \$3,000/yr for 5 years = \$15,000

Indirect Costs**Instructions**

Indirect costs are allowed only if: a) the applicant has a current, federally approved indirect cost rate; or b) the applicant is eligible to use and elects to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f). (See paragraph D.1.b. in Appendix VII to Part 200—States and Local Government and Indian Tribe Indirect Cost Proposals for a description of entities that may not elect to use the "de minimis" rate.) An applicant with a current, federally approved indirect cost rate must attach a copy of the rate approval, (a fully-executed, negotiated agreement). If the applicant does not have an approved rate, one can be requested by contacting the applicant's cognizant Federal agency, which will review all documentation and approve a rate for the applicant organization, or if the applicant's accounting system permits, costs may be allocated in the direct costs categories. (Applicant Indian tribal governments, in particular, should review Appendix VII to Part 200—States and Local Government and Indian Tribe Indirect Cost Proposals regarding submission and documentation of indirect cost proposals.) All requested information must be included in the budget detail worksheet and budget narrative. In order to use the "de minimis" indirect rate an applicant would need to attach written documentation to the application that advises DOJ of both the applicant's eligibility (to use the "de minimis" rate) and its election. If the applicant elects the de minimis method, costs must be consistently charged as either indirect or direct costs, but may not be double charged or inconsistently charged as both. In addition, if this method is chosen then it must be used consistently for all federal awards until such time as the applicant entity chooses to negotiate a federally approved indirect cost rate.

Year 1

Indirect Cost Detail

Description	Base	Indirect Cost Rate	Total Cost	Non-Federal Contribution	Federal Request
No Items					
Indirect Costs Total Cost	Total Non-Federal Amt (Match or Prog Inc)		Total Federal Amount		
\$0	\$0		\$0		
Additional Narrative					

Additional Application Components

Research and Evaluation Independence and Integrity Statement

No documents have been uploaded for Research and Evaluation Independence and Integrity Statement

Additional Attachments

No documents have been uploaded for Additional Attachments

Disclosures and Assurances

Disclosure of Lobbying Activities



Name

Form SFLLL_2_0-V2.0.pdf

Category

LobbyingActivitiesDisclosur
e

Created by

—

Application
Number

—

Disclosure of Duplication in Cost Items

—

DOJ Certified Standard Assurances

*

EXPIRES 05/31/2019

U.S. DEPARTMENT OF JUSTICE

CERTIFIED STANDARD ASSURANCES

On behalf of the Applicant, and in support of this application for a grant or cooperative agreement, I certify under penalty of perjury to the U.S. Department of Justice ("Department"), that all of the following are true and correct:

- (1) I have the authority to make the following representations on behalf of myself and the Applicant. I understand that these representations will be relied upon as material in any Department decision to make an award to the Applicant based on its application.
- (2) I certify that the Applicant has the legal authority to apply for the federal assistance sought by the application, and that it has the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project costs) to plan, manage, and complete the project described in the application properly.
- (3) I assure that, throughout the period of performance for the award (if any) made by the Department based on the application--
 - a. the Applicant will comply with all award requirements and all federal statutes and regulations applicable to the award;
 - b. the Applicant will require all subrecipients to comply with all applicable award requirements and all applicable federal statutes and regulations; and
 - c. the Applicant will maintain safeguards to address and prevent any organizational conflict of interest, and also to prohibit employees from using their positions in any manner that poses, or appears to pose, a personal or financial conflict of interest.
- (4) The Applicant understands that the federal statutes and regulations applicable to the award (if any) made by the Department based on the application specifically include statutes and regulations pertaining to civil rights and nondiscrimination, and, in addition--
 - a. the Applicant understands that the applicable statutes pertaining to civil rights will include section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681); and section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102);
 - b. the Applicant understands that the applicable statutes pertaining to nondiscrimination may include section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); section 1407(e) of the Victims of Crime Act of 1984 (34 U.S.C. § 20110(e)); section 299A(b) of the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); and that the grant condition set out at section 40002(b)(13) of the Violence Against Women Act (34 U.S.C. § 12291(b)(13)), which will apply to all awards made by the Office on Violence Against Women, also may apply to an award made otherwise;
 - c. the Applicant understands that it must require any subrecipient to comply with all such applicable statutes (and associated regulations); and
 - d. on behalf of the Applicant, I make the specific assurances set out in 28 C.F.R. §§ 42.105 and 42.204.
- (5) The Applicant also understands that (in addition to any applicable program-specific regulations and to applicable federal regulations that pertain to civil rights and nondiscrimination) the federal regulations applicable to the award (if any) made by the Department based on the application may include, but are not limited to, 2 C.F.R. Part 2800 (the DOJ "Part 200 Uniform Requirements") and 28 C.F.R. Parts 22 (confidentiality - research and statistical information), 23 (criminal intelligence systems), 38 (regarding faith-based or religious organizations participating in federal financial assistance programs), and 46 (human subjects protection).
- (6) I assure that the Applicant will assist the Department as necessary (and will require subrecipients and contractors to assist as necessary) with the Department's compliance with section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. § 306108), the Archeological and Historical Preservation Act of 1974 (54 U.S.C. §§ 312501-312508), and the National Environmental Policy Act of 1969 (42 U.S.C. §§ 4321-4335), and 28 C.F.R. Parts 61 (NEPA) and 63 (floodplains and wetlands).
- (7) I assure that the Applicant will give the Department and the Government Accountability Office, through any authorized representative, access to, and opportunity to examine, all paper or electronic records related to the award (if any) made by the Department based on the application.
- (8) If this application is for an award from the National Institute of Justice or the Bureau of Justice Statistics pursuant to which award funds may be made available (whether by the award directly or by any subaward at any tier) to an institution of higher education (as defined at 34 U.S.C. § 10251(a)(17)), I assure that, if any award funds actually are made available to such an institution, the Applicant will require that, throughout the period of performance--
 - a. each such institution comply with any requirements that are imposed on it by the First Amendment to the Constitution of the United States; and
 - b. subject to par. a, each such institution comply with its own representations, if any, concerning academic freedom, freedom of inquiry and debate, research independence, and research integrity, at the institution, that are included in promotional materials, in official statements, in formal policies, in applications for grants (including this award application), for accreditation, or for licensing, or in submissions relating to such grants, accreditation, or licensing, or that otherwise are made or disseminated to students, to faculty, or

to the general public.

Section II. Item #1.

(9) I assure that, if the Applicant is a governmental entity, with respect to the award (if any) made by the Department based on the application—

- a. it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
- b. it will comply with requirements of 5 U.S.C. §§ 1501-1508 and 7324-7328, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

(10) If the Applicant applies for and receives an award from the Office of Community Oriented Policing Services (COPS Office), I assure that as required by 34 U.S.C. § 10382(c)(11), it will, to the extent practicable and consistent with applicable law—including, but not limited to, the Indian Self-Determination and Education Assistance Act—seek, recruit, and hire qualified members of racial and ethnic minority groups and qualified women in order to further effective law enforcement by increasing their ranks within the sworn positions, as provided under 34 U.S.C. § 10382(c)(11).

(11) If the Applicant applies for and receives a DOJ award under the STOP School Violence Act program, I assure as required by 34 U.S.C. § 10552(a)(3), that it will maintain and report such data, records, and information (programmatic and financial) as DOJ may reasonably require.

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the Applicant to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that the Department's awards, including certifications provided in connection with such awards, are subject to review by the Department, including by its Office of the Inspector General.

Please Acknowledge *

Signed

SignerID

nbonds@townofeatonville.org

Signing Date / Time

7/1/23 7:10 AM

DOJ Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements; Law Enforcement and Community Policing

U.S. DEPARTMENT OF JUSTICE

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; DRUG-FREE WORKPLACE REQUIREMENTS; LAW ENFORCEMENT AND COMMUNITY POLICING

Applicants should refer to the regulations and other requirements cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations or other cited requirements before completing this form. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the U.S. Department of Justice ("Department") determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by 31 U.S.C. § 1352, as implemented by 28 C.F.R. Part 69, the Applicant certifies and assures (to the extent applicable) the

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Applicant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If the Applicant's request for Federal funds is in excess of \$100,000, and any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal grant or cooperative agreement, the Applicant shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities" in accordance with its (and any DOJ awarding agency's) instructions; and

(c) The Applicant shall require that the language of this certification be included in the award documents for all subgrants and procurement contracts (and their subcontracts) funded with Federal award funds and shall ensure that any certifications or lobbying disclosures required of recipients of such subgrants and procurement contracts (or their subcontractors) are made and filed in accordance with 31 U.S.C. § 1352.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

A. Pursuant to Department regulations on nonprocurement debarment and suspension implemented at 2 C.F.R. Part 2867, and to other related requirements, the Applicant certifies, with respect to prospective participants in a primary tier "covered transaction," as defined at 2 C.F.R. § 2867.20(a), that neither it nor any of its principals--

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) has within a three-year period preceding this application been convicted of a felony criminal violation under any Federal law, or been convicted or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, tribal, or local) transaction or private agreement or transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property, making false claims, or obstruction of justice, or commission of any offense indicating a lack of business integrity or business honesty that seriously and directly affects its (or its principals') present responsibility;

(c) is presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, tribal, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and/or

(d) has within a three-year period preceding this application had one or more public transactions (Federal, State, tribal, or local) terminated for cause or default.

B. Where the Applicant is unable to certify to any of the statements in this certification, it shall attach an explanation to this application. Where the Applicant or any of its principals was convicted, within a three-year period preceding this application, of a felony criminal violation under any Federal law, the Applicant also must disclose such felony criminal conviction in writing to the Department (for OJP Applicants, to OJP at Ojpcompliancereporting@usdoj.gov; for OVW Applicants, to OVW at OVW.GFMD@usdoj.gov; or for COPS Applicants, to COPS at AskCOPSRC@usdoj.gov), unless such disclosure has already been made.

3. FEDERAL TAXES

A. If the Applicant is a corporation, it certifies either that (1) the corporation has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, or (2) the corporation has provided written notice of such an unpaid tax liability (or liabilities) to the Department (for OJP Applicants, to OJP at Ojpcompliancereporting@usdoj.gov; for OVW Applicants, to OVW at OVW.GFMD@usdoj.gov; or for COPS Applicants, to COPS at AskCOPSRC@usdoj.gov).

B. Where the Applicant is unable to certify to any of the statements in this certification, it shall attach an explanation to this application.

4. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, as implemented at 28 C.F.R. Part 83, Subpart F, for grantees, as defined at 28 C.F.R. §§ 83.620 and 83.650:

A. The Applicant certifies and assures that it will, or will continue to, provide a drug-free workplace by--

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about--

(1) The dangers of drug abuse in the workplace;

(2) The Applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the award be given a copy of the statement required by

paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the award, the employee will--

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of the employee's conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the Department, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title of any such convicted employee to the Department, as follows:

For COPS award recipients - COPS Office, 145 N Street, NE, Washington, DC, 20530;

For OJP and OVW award recipients - U.S. Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 7th Street, N.W., Washington, D.C. 20531.

Notice shall include the identification number(s) of each affected award;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

5. LAW ENFORCEMENT AGENCY CERTIFICATION REQUIRED UNDER DEPARTMENT OF JUSTICE DISCRETIONARY GRANT PROGRAMS ("SAFE POLICING CERTIFICATION")

If this application is for a discretionary award pursuant to which award funds may be made available (whether by the award directly or by any subaward at any tier) to a State, local, college, or university law enforcement agency, the Applicant certifies that any such law enforcement agency to which funds will be made available has been certified by an approved independent credentialing body or has started the certification process. To become certified, a law enforcement agency must meet two mandatory conditions:

(a) the agency's use of force policies adhere to all applicable federal, State, and local laws; and

(b) the agency's use of force policies prohibit chokeholds except in situations where use of deadly force is allowed by law.

For detailed information on this certification requirement, see <https://cops.usdoj.gov/SafePolicingEO>.

The Applicant acknowledges that compliance with this safe policing certification requirement does not ensure compliance with federal, state, or local law, and that such certification shall not constitute a defense in any federal lawsuit. Nothing in the safe policing certification process or safe policing requirement is intended to be (or may be) used by third parties to create liability by or against the United States or any of its officials, officers, agents or employees under any federal law. Neither the safe policing certification process nor the safe policing certification requirement is intended to (or does) confer any right on any third-person or entity seeking relief against the United States or any officer or employee thereof. No person or entity is intended to be (or is) a third-party beneficiary of the safe policing certification process, or, with respect to the safe policing certification requirement, such a beneficiary for purposes of any civil, criminal, or administrative action.

6. COORDINATION REQUIRED UNDER PUBLIC SAFETY AND COMMUNITY POLICING PROGRAMS

As required by the Public Safety Partnership and Community Policing Act of 1994, at 34 U.S.C. § 10382(c)(5), if this application is for a COPS award, the Applicant certifies that there has been appropriate coordination with all agencies that may be affected by its award. Affected agencies may include, among others, Offices of the United States Attorneys; State, local, or tribal prosecutors; or correctional agencies.

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the Applicant to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that the Department's awards, including certifications provided in connection with such awards, are subject to review by the Department, including by its Office of the Inspector General.

Please Acknowledge *

Certified

SignerID

nbonds@townofeatontonville.org

Signing Date / Time

7/1/23 7:10 AM

Other Disclosures and Assurances**Applicant Disclosure and Justification – DOJ High Risk Grantees (if applicable)**

No documents have been uploaded for Other Disclosures and Assurances

Declaration and Certification to the U.S. Department of Justice as to this Application Submission

By [taking this action], I --

1. Declare the following to the U.S. Department of Justice (DOJ), under penalty of perjury: (1) I have authority to make this declaration and certification on behalf of the applicant; (2) I have conducted or there was conducted (including by the applicant's legal counsel as appropriate, and made available to me) a diligent review of all requirements pertinent to and all matters encompassed by this declaration and certification.
2. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this application submission: (1) I have reviewed this application and all supporting materials submitted in connection therewith (including anything submitted in support of this application by any person on behalf of the applicant before or at the time of the application submission and any materials that accompany this declaration and certification); (2) The information in this application and in all supporting materials is accurate, true, and complete information as of the date of this request; and (3) I have the authority to submit this application on behalf of the applicant.
3. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Please Acknowledge *

Signed

SignerID

nbonds@townofeatonville.org

Signing Date / Time

7/1/23 7:10 AM

Other

No documents have been uploaded for Other

Certified

U.S. Department of Housing and Urban Development

Economic Development Initiative Community Project Funding

Award Amount

\$3,500,000

Grantee

Town of Eatonville

Project

Elizabeth Park Affordable Housing Initiative

Project Scope

The project is named the "Elizabeth Park Affordable Housing Initiative." As is authorized under Chapter 163, Part III F.S. and stated in the Town of Eatonville TOECRA plan, the TOECRA wishes to proceed with the purchase of blighted land for restoration, economic development, and affordable housing, per the agreement.

Grant Status

Application submitted.

Sent: Tuesday, July 18, 2023 4:52 PM

To: Curt, Jen <Jen.Curt@mail.house.gov>

Subject: Re: FL-10 CPF: Town of Eatonville, Creating Multi-Family Affordable Housing/Elizabeth Park Apartments

Good Afternoon,

With the rising cost of housing prices, attainability is more important than ever. The Town's ability to eventually offer affordable housing that enhances the value of life in the Town, will help to rejuvenate the Town as a whole. I would like to thank Congressman Frost for his diligent efforts and for always considering the Town of Eatonville.

On Fri, Jul 14, 2023 at 11:29 AM Curt, Jen <Jen.Curt@mail.house.gov> wrote:

Hello Mayor Gardner,

Congressman Frost, Jason, Sarah, and I are pleased to share that the Creating Multi-Family Affordable Housing/Elizabeth Park Apartments project is funded in the FY24 House Appropriations draft legislation! This means it has been vetted and approved as eligible by the Committee on House Appropriations and relevant federal agencies. While we asked for \$5,252,800, the request is partially funded at \$3.5 million.

What's next? This draft must pass the House of Representatives and we expect that to happen this month. Then the House and Senate will meet to author a compromise FY24 Appropriations bill that must pass both Chambers. The deadline to do so is September 30th, 2023, however we anticipate they will extend that deadline. We will keep in close touch every step of the way.

The Congressman is putting out a press release to announce this exciting news. Are you willing to provide a quote by Monday?

Please let us know if you have any questions. We're very excited to assist this important work!

Respectfully,

Jen

Jen Curt – Legislative Director

Pronouns: they/them

Office of Congressman Maxwell Alejandro Frost (FL-10)

1224 LHOB | C: 202-320-2949





Demetris Pressley <dpressley@townofeatonville.org>

Fwd: FY23 Community Project Funding Request Form

2 messages

Angie Gardner <agardner@townofeatonville.org>

Fri, May 19, 2023 at 8:20 PM

To: Veronica King <vking@townofeatonville.org>

Cc: Demetris Pressley <dpressley@townofeatonville.org>, Nicole Bonds <nbonds@townofeatonville.org>

PLEASE NOTE:

This was a working document. Initially the idea was to try to offer to buy the properties, however, since the units are occupied, that would be too cumbersome; so, the focus changed to "Elizabeth Park."

----- Forwarded message -----

From: **Angie Gardner** <agardner@townofeatonville.org>

Date: Sat, Mar 18, 2023 at 9:19 PM

Subject: Re: FY23 Community Project Funding Request Form

To: <Jen.Curt@mail.house.gov>

I will transfer this to the newest form. I wanted to get this to you right away,

On Sat, Mar 18, 2023 at 9:13 PM Angie Gardner <agardner@townofeatonville.org> wrote:

Forwarded Conversation**Subject: Fwd: FY23 Community Project Funding Request Form**

Good Evening, this is the project submitted previously. I updated some of the information to fit this request. Let me know if you have any questions or concerns.

----- Forwarded message -----

From: **Google Forms** <forms-receipts-noreply@google.com>

Date: Thu, Apr 21, 2022 at 8:59 PM

Subject: FY23 Community Project Funding Request Form

Google Forms

Thanks for filling out FY24 Community Project Funding Request Form

Here's what was received.

FY23 Community Project Funding Request Form

This form is NOT for FY23 Appropriations Programmatic or Language Requests

Section II. Item #1.

Instructions:

This form is to submit a request for Community Project Funding for projects and activities that have a direct impact on Florida's 10th Congressional District. (You can verify your Congressional District here: <https://www.house.gov/representatives/find-your-representative>)

For more information about our Community Project Funding Request Process, including the guidelines for applying, please request our Congressional Appropriations and Community Project Funding Resource Guide.

THE DEADLINE TO SUBMIT REQUESTS IS APRIL 15, 2022

Only the following entities may apply for Community Project Funding:

- State, local, and tribal governments
- Publicly owned entities (e.g. ports, universities, PUDs, etc.)
- Non-profit entities, including those with a quasi-government purpose (e.g. Special Districts)

Please note:

- No funds can be used by For-Profit recipients.
- If required, matching funding must be available for each project from the state/local government.
- Each project is funded only for FY 2023.
- Congresswoman Demings and her family cannot have any financial interests in the proposed project.
- Congresswoman Demings can only submit 15 Community Project Funding requests.

In the interest of transparency, all Members are required to post all Community Project Funding requests that are made to the committee on their website. The posting must include the name of the proposed recipient, the address, the amount of the request, and an explanation of the purpose and justification for the use of taxpayer funds.

REMINDER: THE DEADLINE TO SUBMIT REQUESTS IS APRIL 15, 2022.

If you have questions about whether your organization is eligible to apply, please contact our office at 202-225-2176 or Erin.Waldron@mail.house.gov for further assistance before submitting a request.

The name and photo associated with your Google account will be recorded when you upload files and submit this form.

Email *

agardner@townofeatonville.org

Name of Requesting Entity/Organization *

Town of Eatonville

Location of the Entity/Organization *

☒ FL-10☐ Outside of FL-10 but serves FL-10 residents

If located outside of FL-10, please explain how your entity/organization serves the residents of FL-10. If located in FL-10, please enter "N/A." *

N/A

First and Last Name for Point of Contact (POC) *

Angie Gardner or Demetrius Pressley

POC Phone Number *

407.623.8913

Eligibility of Requesting Entity/Organization *

☒ State, local, or tribal government☐ Publicly owned entity (i.e. port, university, PUD, etc.)

1. Name of the Project/Program to be Funded *

Eatonville Affordable Multi-Family Affordable Housing Project

2. Physical Location of the Project/Program (street number, street name, city, and zip code) *

Corners of : Calhoun & Lime St.; and Johnson & Clark Street .

3. Explanation of the Project/Program and Justification for the Use of Taxpayer Funds *

There are two multi-family housing units within the Town limits that house residents on limited incomes or incomes that are below the district median income ranges. Both units are in need of repair and upgrades. These funds will allow the Town to acquire both properties, upgrade each unit, improve the infrastructure, and beautify the area, and provide adequate housing for residents.

4. Amount Requested *

\$4,000,000.00

5. Detailed breakdown of how the requested funds would be spent (option to upload documents after Question 10) *

\$1,000,000.00 Utility Repair and upgrades/ \$1,000,000.00 Sidewalk and parking nodes/\$2,000,000.00 purchasing

6. Detailed breakdown of the total cost of the project or program that includes all prior funding sources (both public and private) and any amounts that remain unfunded (option to upload documents after Question 10) *

TBD

7. Total amount of federal funds previously awarded to this project or program (if not applicable, please type "N/A") (option to upload documents after Question 10) *

N/A

8. Detailed timeline and anticipated completion date for the project or program (option to upload documents after Question 10) *

36 MONTHS UPON FUNDING RELEASE

9. Detailed description of the project or program to be funded including data and/or evidence that demonstrates the public benefit (option to upload documents after Question 10) *

To Follow

10. Once completed, will the project or program require continued funding to maintain operation? If so, where will that funding come from? (option to upload documents after Question 10) *

Rental Income and Town of Eatonville

If you would like to upload documents to explain the questions 5-10, feel free to do so here. *PLEASE INCLUDE THE NAME OF PROPOSED PROJECT/PROGRAM IN FILE NAME BEFORE UPLOADING.*

Submitted files

Photos will follow

11. Federal Agency that would administer this funding *

- ☐ Department of Agriculture -- Community Facilities Grants
- ☐ Department of Agriculture -- ReConnect Program
- ☐ Department of Agriculture -- Agricultural Research Service, Buildings and Facilities
- ☐ Department of Agriculture - Agricultural Distance Learning and Telemedicine Grants
- ☐ Department of Agriculture - Natural Resources Conservation Service, Conservation Operations
- ☐ Department of Justice -- State and Local Law Enforcement Assistance - Byrne Justice Assistance Grant (JAG)

- ☐ Department of Justice -- Community Oriented Policing Services (COPS) - Technology and Equipment
- ☐ Department of Commerce -- National Oceanic and Atmospheric Administration (NOAA), Operations, Research, and Facilities
- ☐ National Aeronautics and Space Administration (NASA) -- NASA Safety, Security, and Mission Services
- ☐ U.S. Army Corps of Engineers
- ☐ U.S. Bureau of Reclamation
- ☐ Department of Commerce - NIST Construction of Research Facilities--Extramural Construction
- ☐ Department of Commerce - NIST Scientific and Technical Research and Services (STRS)
- ☐ Department of Energy
- ☐ General Services Administration, Federal Buildings Fund - New Construction, Major Repairs and Alterations and Basic Repairs Accounts
- ☐ National Archives and Records Administration, National Historical Publications and Records Commission
- ☐ Small Business Administration, Small Business Initiatives
- ☐ Department of Homeland Security -- Pre-Disaster Mitigation Projects
- ☐ Department of Homeland Security -- Emergency Operations Center Grant Program
- ☐ Department of Interior - Save America's Treasures (SAT) through the National Park Service
- ☐ Department of Interior -- Land Acquisition through the Land and Water Conservation Fund
- ☐ Environmental Protection Agency -- State and Tribal Assistance Grants (STAG)
- ☐ U.S. Forest Service -- State and Private Forestry
- ☐ Department of Labor -- Workforce Innovation and Opportunity Act Demonstration Program
- ☐ Department of Health and Human Services -- HRSA - Health Facilities Construction and Equipment
- ☐ Department of Health and Human Services - Administration for Children and Families (ACF)

- ☐ Department of Health and Human Services - Administration for Community Living (ACL)
- ☐ Department of Health and Human Services - Substance Abuse and Mental Health Services Administration (SAMHSA)
- ☐ Department of Education -- Elementary and Secondary Education -- Innovation and Improvement
- ☐ Department of Education -- Postsecondary Education -- Fund for the Improvement of Postsecondary Education (FIPSE)
- ☐ Department of Defense -- Future Year Defense Program (FYDP)
- ☐ Department of Defense -- Unfunded Requirements/Unfunded Priorities Lists (UFRs/UPLs)
- ☐ Department of Defense -- Cost-to-Completes (CTCs)
- ☐ Department of Transportation - Transit Infrastructure Projects
- ☐ Department of Transportation -- Airport Improvement Program (AIP)
- ☒ Department of Housing and Urban Development -- Economic Development Initiative (EDI)

12. List any public or private entities that have been identified as project sponsors in prior funding requests and/or that will help determine how the requested funds will be spent *

Orange County

13. Are there any known or anticipated community concerns associated with this project or program (e.g. conflict with land use, neighborhood concerns, etc.) that could prevent it from moving forward? *

N/A

14. Please list additional stakeholders in the community who support the proposed project/program. *

TOWN OF EATONVILLE RESIDENTS/BUSINESSES/ELECTED OFFICIALS/CHURCHES/
COMMUNITY BASED ORGANIZATIONS

Please submit evidence of community support here in PDF format (letters of support from elected community leaders, press articles highlighting the need for the specific project, resolutions passed by local/county/state governments, projects listed on community development plans, state intended use plans, and other publicly available planning documents, support from local newspaper editorial boards, etc.) *PLEASE INCLUDE THE NAME OF PROPOSED PROJECT/PROGRAM IN FILE NAME BEFORE UPLOADING.*

Submitted files



CRA-Resolution-2019-12 -

Additional evidence of community support can be submitted here in PDF format.
PLEASE NAME DOCUMENT AS NAME OF PROPOSED PROJECT/PROGRAM BEFORE UPLOADING.

No files submitted

15. Are you aware of another Member making a request for this same project? If so, which member? If not, please enter "None." *

NONE

Create your own Google Form
Report Abuse

Thanks for filling out FY23 Community Project Funding Request Form

Here's what was received.

FY23 Community Project Funding Request Form

This form is NOT for FY23 Appropriations Programmatic or Language Requests

Instructions:

This form is to submit a request for Community Project Funding for projects and activities that have a direct impact on Florida's 10th Congressional District. (You can verify your Congressional District here: <https://www.house.gov/representatives/find-your-representative>)

For more information about our Community Project Funding Request Process, including the guidelines for applying, please request our Congressional Appropriations and Community Project Funding Resource Guide.

THE DEADLINE TO SUBMIT REQUESTS IS APRIL 15, 2022

Only the following entities may apply for Community Project Funding:

- State, local, and tribal governments
- Publicly owned entities (e.g. ports, universities, PUDs, etc.)
- Non-profit entities, including those with a quasi-government purpose (e.g. Special Districts)

Please note:

- No funds can be used by For-Profit recipients.
 - If required, matching funding must be available for each project from the state/local government.
 - Each project is funded only for FY 2023.
 - Congresswoman Demings and her family cannot have any financial interests in the proposed project.
 - Congresswoman Demings can only submit 15 Community Project Funding requests.
- In the interest of transparency, all Members are required to post all Community Project Funding requests that are made to the committee on their website. The posting must include the name of the proposed recipient, the address, the amount of the request, and an explanation of the purpose and justification for the use of taxpayer funds.

REMINDER: THE DEADLINE TO SUBMIT REQUESTS IS APRIL 15, 2022.

If you have questions about whether your organization is eligible to apply, please contact our office at 202-225-2176 or Erin.Waldron@mail.house.gov for further assistance before submitting a request.

The name and photo associated with your Google account will be recorded when you upload files and submit this form.

Email *

mjohnson@eatonvillecra.org

Name of Requesting Entity/Organization *

Town of Eatonville Community Redevelopment Agency

Location of the Entity/Organization *



FL-10



Outside of FL-10 but serves FL-10 residents

If located outside of FL-10, please explain how your entity/organization serves the residents of FL-10. If located in FL-10, please enter "N/A." *

N/A

First and Last Name for Point of Contact (POC) *

MICHAEL JOHNSON

POC Phone Number *

407-960-1361

Eligibility of Requesting Entity/Organization *



State, local, or tribal government



Publicly owned entity (i.e. port, university, PUD, etc.)



Non-profit with a quasi-governmental purpose (i.e. Special District)

Section II. Item #1.

1. Name of the Project/Program to be Funded *

WEST KENNEDY BLVD BEAUTIFICATION PROJECT

2. Physical Location of the Project/Program (street number, street name, city, and zip code) *

WEST KENNEDY BLVD, 32810

3. Explanation of the Project/Program and Justification for the Use of Taxpayer Funds *

In conjunction with Orange County Kennedy Blvd road widening project the Town of Eatonville wants to enhance the esthetic of the corridor by implementing a beautification project which includes undergrounding the utilities, streetscape improvements, sidewalks and parking nodes and gateway feature.

4. Amount Requested *

\$5,000,000.00

5. Detailed breakdown of how the requested funds would be spent (option to upload documents after Question 10) *

\$3,000,000.00 Utility Undergrounding/ \$1,000,000.00 Sidewalk and parking nodes/\$1,000,000.00 Street beautification

6. Detailed breakdown of the total cost of the project or program that includes all prior funding sources (both public and private) and any amounts that remain unfunded (option to upload documents after Question 10) *

TBD

7. Total amount of federal funds previously awarded to this project or program (if not applicable, please type "N/A") (option to upload documents after Question 10) *

N/A

8. Detailed timeline and anticipated completion date for the project or program (option to upload documents after Question 10) *

24 MONTHS UPON FUNDING RELEASE

9. Detailed description of the project or program to be funded including data and/or evidence that demonstrates the public benefit (option to upload documents after Question 10) *

SEE DOCUMENT UPLOAD

10. Once completed, will the project or program require continued funding to maintain operation? If so, where will that funding come from? (option to upload documents after Question 10) *

TOWN OF EATONVILLE

If you would like to upload documents to explain the questions 5-10, feel free to do so here. *PLEASE INCLUDE THE NAME OF PROPOSED PROJECT/PROGRAM IN FILE NAME BEFORE UPLOADING.*

Submitted files



KENNEDY BLVD MASTER PLAN MUNICIPAL COMPLEX - Michael Johnson.pdf

Section II. Item #1.

[Quoted text hidden]

[Quoted text hidden]

- ☒ Department of Transportation - Highway Infrastructure Projects
- ☐ Department of Transportation -- Airport Improvement Program (AIP)
- ☐ Department of Housing and Urban Development -- Economic Development Initiative (EDI)

12. List any public or private entities that have been identified as project sponsors in prior funding requests and/or that will help determine how the requested funds will be spent *

FDOT

13. Are there any known or anticipated community concerns associated with this project or program (e.g. conflict with land use, neighborhood concerns, etc.) that could prevent it from moving forward? *

N/A

14. Please list additional stakeholders in the community who support the proposed project/program. *

TOWN OF EATONVILLE RESIDENTS/BUSINESSES/ELECTED
OFFICIALS/CHURCHES/ COMMUNITY BASED ORGANIZATIONS

Please submit evidence of community support here in PDF format (letters of support from elected community leaders, press articles highlighting the need for the specific project, resolutions passed by local/county/state

governments, projects listed on community development plans, state intended use plans, and other publicly available planning documents, support from local newspaper editorial boards, etc.) *PLEASE INCLUDE THE NAME OF PROPOSED PROJECT/PROGRAM IN FILE NAME BEFORE UPLOADING.*

Submitted files



CRA-Resolution-2019-12 - Michael Johnson.pdf

Additional evidence of community support can be submitted here in PDF format. *PLEASE NAME DOCUMENT AS NAME OF PROPOSED PROJECT/PROGRAM BEFORE UPLOADING.*

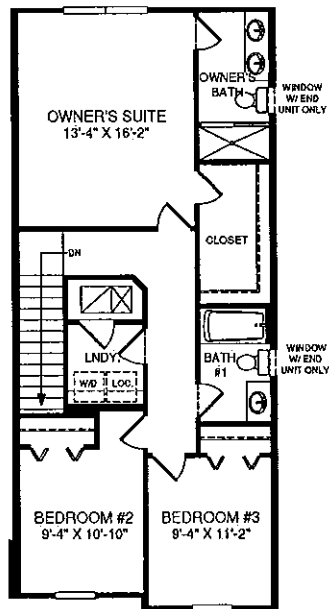
No files submitted

15. Are you aware of another Member making a request for this same project? If so, which member? If not, please enter "None." *

NONE

[Quoted text hidden]

Elizabeth Park



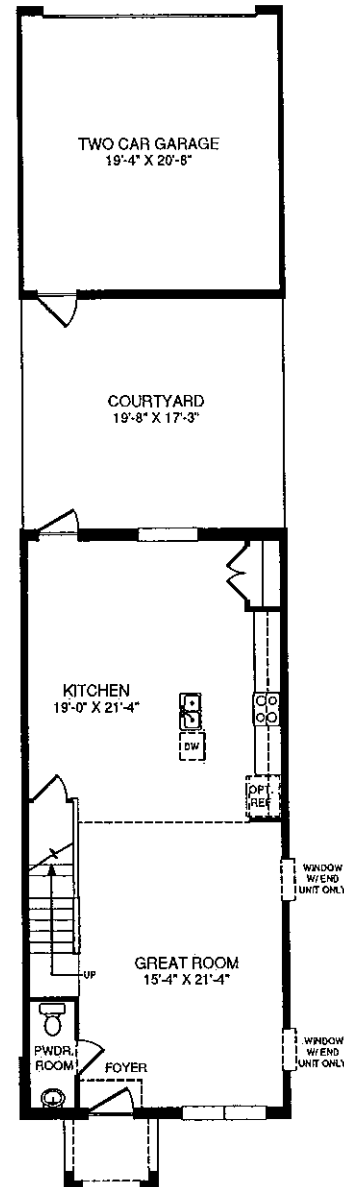
UPPER LEVEL

The Elizabeth Park Town homes Features

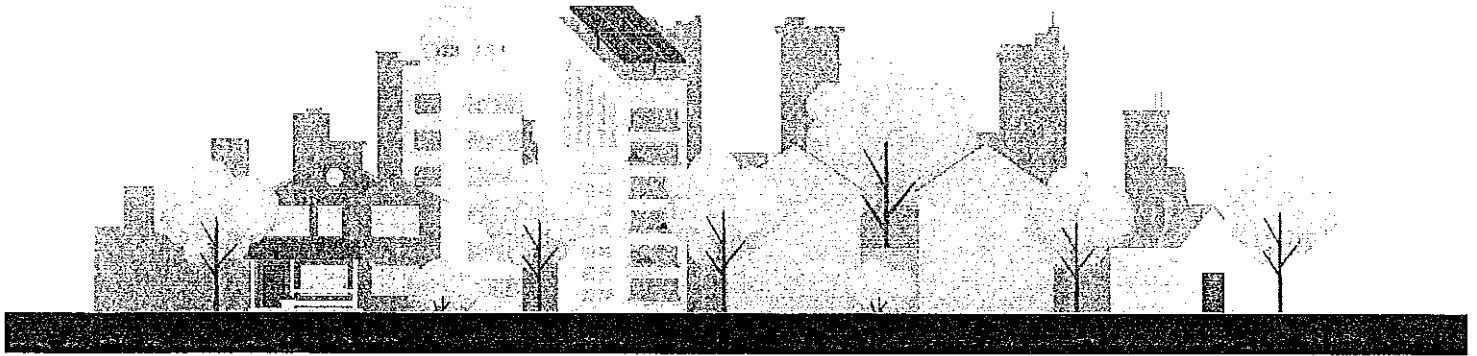
- Detached 2-car garage
- Convenient courtyard
- Gorgeous kitchen with center island
- Spacious great room.
- Upstairs, a full bath and 2 bedrooms
- Impressive owner's suite
- Double vanity owner's bath and
- Large walk-in closet

HOME DETAILS

- Multi Family
- 1,772 Sq. Ft
- 2 Stories
- 3 Bedrooms
- 2 Full / 1 Half Bathrooms
- 2 Car Garage



MAIN LEVEL



**FY2023
ECONOMIC DEVELOPMENT INITIATIVE
COMMUNITY PROJECT FUNDING**

GRANT GUIDE

(In accordance with the
Consolidated Appropriations Act, 2023, P.L. 117-328)

VERSION 1.0

February 28, 2023

**U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Office of the DAS for Economic Development
Office of Economic Development
Congressional Grants Division
Washington, DC 20410**

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SECTION 1: BACKGROUND AND PURPOSE

The Consolidated Appropriations Act, 2023 (FY2023 Act) contains \$2,982,285,641 in Economic Development Initiative funding for the purpose of making Community Project Funding/Congressionally-directed grants. These Fiscal Year 2023 Community Project Funding (CPF) grants will be administered by the Congressional Grants Division of the U.S. Department of Housing and Urban Development (HUD).

This “FY2023 Economic Development Initiative Community Project Funding Grant Guide” (FY2023 CPF Grant Guide) provides information for Congressionally-designated recipients that have yet to execute their Grant Agreements with HUD (“prospective grantees”) on the requirements that govern these funds, as provided by the FY2023 Act, and the cross-cutting requirements that generally apply to all HUD awards as provided by HUD regulations and other applicable Federal regulations and statutes.

This FY2023 CPF Grant Guide also provides instructions for how to complete the requested information and fill out the required forms to execute your grant agreement. Initial instructions for establishing your grant in HUD’s payment and reporting system, the Disaster Recovery Grant Reporting (DRGR) system are also included.

This FY2023 CPF Grant Guide applies only to FY2023 CPF grants. A separate FY2022 CPF Grant Guide: Version 2 provides guidance and instructions for Congressionally-directed grants funded under the Consolidated Appropriations Act, 2022 (the FY2022 Act).

This FY2023 Grant Guide includes:

- **Section 1 / Background and Purpose:** Provides the background and the purpose of this guide.
- **Section 2 / Grant Award Process and Instructions:** Walks prospective grantees through the FY2023 CPF Grant Award Process and gives instructions for executing the Grant Agreement and steps to request payment.
- **Section 3 / Federal Requirements:** Details the Federal regulations that apply to these grant funds.
- **Section 4 / Contact Information for Grant Officers and Regional Environmental Officers:** Gives contact information for the program Grant Officers and the environmental review specialists to support grantees through the grant life cycle.
- **Section 5 / Attachments:** Provides attachments including documents required in the Grant Award process.

HUD will use the process outlined in this FY2023 CPF Grant Guide to make FY2023 CPF grants as directed by Congress in the FY2023 Act and the accompanying joint explanatory statement (JES), which was printed in the Senate section of the Congressional Record on December 20, 2022 ([CREC-2022-12-20-pt3-PgS9325-2.pdf \(congress.gov\)](#)). Subject to the applicable provisos in the FY2023 Act, HUD is required to award these grants in accordance with the specific “recipient,” “project,” and “amount” information provided in the “Community Project Funding/Congressionally Directed Spending” table on pages S9406 through S9557 of the Congressional Record for December 20, 2022.

SECTION 2: GRANT AWARD PROCESS AND INSTRUCTIONS

2.1 Grant Award Process

The first step of the Grant Award Process is to execute the Grant Agreement so that grantees can begin to request payment of eligible expenses. The second step is to initiate and complete the environmental review process. The environmental review requirements are detailed in Section 3.3.

Prospective grantees should prioritize securing an executed Grant Agreement. Once an executed Grant Agreement is in place and grantees have set up the grant in HUD's payment and reporting system, HUD can make payments of eligible expenses.

At a high level, the grant award process is as follows:

1. HUD sends the Grant Award Package including the Grant Agreement, Grant Letter, this Grant Guide to prospective grantees with the request that the required materials are returned to HUD. Required materials include project narrative, project budget, and required standard forms.
2. Prospective grantees submit required materials along with a Grant Agreement signed by the Authorized Representative who has legal authority to sign on behalf of your organization.
3. HUD reviews materials and Grant Agreement for completeness. This includes a review to ensure that the project narrative and budget are in keeping with the purpose and intent of Congress.
4. If materials are complete, HUD executes the Grant Agreement and sends back to grantee.
5. HUD then sets up the grantee in the DRGR financial and reporting system.
6. Grantees are also directed to initiate or complete their environmental review, as applicable.

As a note, CPF grants, like all awards funded by HUD, are subject to requirements under the National Environmental Policy Act (NEPA), HUD's NEPA-implementing regulations at 24 CFR Part 50 or 24 CFR Part 58, and all appropriate federal environmental and historic preservation laws, regulations, and Executive Orders. Simply put, all projects must have a completed environmental review (and, where applicable, an approved Request for Release of Funds/Certification, as explained in Section 3.3 below) prior to committing Federal or non-Federal funds for choice-limiting actions or undertaking such actions on the project. Further explanation of HUD's NEPA requirements are detailed in Section 3.

Instructions for submitting your FY2023 CPF grant materials and requesting payment are below. A checklist of the grant award process is provided in Section X: Attachments.

If you have questions concerning the process, please contact the Department's Office of Economic Development – Congressional Grants Division at CPFGrants@hud.gov or the Grant Officer representing your State listed in Section 4 of this guide.

GRANT AWARD PROCESS	
HUD sends Grant Award Packet to PROSPECTIVE GRANTEE	<p>FY2023 CPF Grant Award Packet includes:</p> <ul style="list-style-type: none"> • FY2023 CPF Grant Award Letter • FY2023 CPF Grant Guide • FY2023 CPF Grant Agreement, • and Standard Forms <p>Standard Forms:</p> <ul style="list-style-type: none"> • Form HUD-1044 (Also attached to your Grant Award Letter) https://www.hud.gov/sites/documents/1044.pdf • SF-424, Standard Form, Application for Federal Assistance SF-424 https://www.hudexchange.info/resource/306/hud-form-sf424/ Form: https://apply07.grants.gov/apply/forms/sample/SF424_4_0-V4.0.pdf Instructions: https://apply07.grants.gov/apply/forms/instructions/SF424_4_0-V4.0-Instructions.pdf • SF-424B, Standard Form 424B, Assurances - Non-Construction Programs https://www.grants.gov/forms/sf-424-family.html Form: https://apply07.grants.gov/apply/forms/sample/SF424B-V1.1.pdf Instructions: https://apply07.grants.gov/apply/forms/instructions/SF424B-V1.1-Instructions.pdf • SF-424D, Standard Form 424D, Assurances for Construction Programs https://www.grants.gov/forms/sf-424-family.html Form: https://apply07.grants.gov/apply/forms/sample/SF424D-V1.1.pdf Instructions: https://apply07.grants.gov/apply/forms/instructions/SF424D-V1.1-Instructions.pdf • SF-LLL Disclosure of Lobbying Activities https://www.hudexchange.info/resource/308/hud-form-sflll/ • SF 1199A Direct Deposit Sign Up Form (Also see Attachment 3) https://www.hud.gov/sites/documents/DOC_8841.PDF
PROSPECTIVE GRANTEE completes the documents and sends to HUD	<p>Each prospective grantee is asked to transmit the Grant Agreement, signed and dated by the Authorized Representative, with the following materials:</p> <ol style="list-style-type: none"> 1. Project Narrative 2. Project Budget 3. Completed Standard Forms <p><i>Please note:</i> The information identifying the "Applicant," "Grantee," or "Recipient" on each document transmitted to HUD must correspond to the "Recipient" specified in the table on pages S9406 through S9557 of the JES at (CREC-2022-12-20-pt3-PgS9325-2.pdf (congress.gov)).</p>

Registration Required	<p>All entities doing business with the federal government must register in SAM.gov (SAM) and use a Unique Entity ID created in SAM.gov. The Unique Entity ID replaced the DUNS number, which was phased out in April of 2022. More information on this requirement is below in the Federal Requirements section in Section 3.</p> <p>The Unique Entity ID needs to be established in SAM <u>before</u> you complete and transmit your SF-424 and the Grant Agreement to HUD, because the Unique Entity ID must be included in both those documents.</p>
WHERE to Submit Required Information	<p>You must submit the materials identified above to the CPFGrants@hud.gov mailbox with a "cc" to the Grant Officer dedicated to your State as listed in Section 4.</p> <p>Your email subject line must include, in this order: Grant Number: Grantee Name: Submission of Required Grant Award Materials</p> <p>For example: B-23-CP-XX-####: Town of Anywhere: Submission of Required Grant Award Materials</p>
HOW to Submit Required Information	<p>All materials must be submitted electronically.</p> <p>Materials can be prepared using software compatible with Microsoft Word or Excel, or as a PDF document.</p> <p>It may be easier to print the forms to sign them. However, if you choose to complete and sign a hard copy of the forms, you must then scan them and submit them electronically.</p>
WHEN to Submit	<p>HUD strongly recommends that you submit these materials as soon as possible. Please contact your Grant Officer (listed in Section 4) for assistance with accessing or completing the forms.</p>
Requesting Payment of Grant Funds	<p>After the grant agreement has been signed by the Grantee and HUD, HUD will return the executed grant agreement to the Grantee along with "Grant Award Instructions." The instructions will include steps for setting up the grant in DRGR. DRGR is a web-based system used to automate the management of program requirements and voucher payments issued by HUD. This system will enable you to process requests for payment of CPF grant funds and to submit periodic reports on the use of those funds.</p> <p>Once your grant is set up in DRGR (including entry of budget information consistent with the approved budget attached to your executed grant agreement), you may begin making payment requests in accordance with your</p>

	<p>approved budget. However, to receive payments for hard costs, you will also need to have completed a project-specific environmental review.</p> <p>Additional information and tutorials on DRGR are available on HUD Exchange here: https://www.hudexchange.info/programs/drgr/.</p> <p>As a reminder, payment of soft costs can be made once your Grant Agreement is executed by HUD; payment of project hard costs can only be made after your Grant Agreement is executed by HUD AND a project-specific environmental review is completed.</p>
Support	<p>Grant Officers are assigned by State and are listed in Section 4 of this Guide. Your Grant Officer can assist you in the completion of the required documents and in responding to questions you may have regarding the materials that you are required to submit.</p> <p>Regional Environmental Officers provide Technical Assistance to grantees on the environmental review process and coordinate Part 50 Concept Meetings to determine level of environmental review, consultation needs, and a timeline and</p> <p>Requests for Technical Assistance regarding the environmental review process should be sent to the HUD Regional Environmental Officer for your jurisdiction provided in Section 4.</p> <p>CPD Field Office staff can be found here: https://www.hud.gov/program_offices/comm_planning/staff#MA</p>

2.2 Detailed Instructions

A project narrative, line-item budget, and indirect cost rate information as described below are necessary to make sure your grant agreement contains the minimum information required by 2 CFR 200.211.

As defined by 2 CFR 200.1, “budget” means the financial plan for the Federal award that the Federal awarding agency or pass-through entity approves during the Federal award process or in subsequent amendments to the Federal award.

Please remember, your project narrative and line-item budget should address the ENTIRE project. Your line-item budget must also include a sub-budget that addresses the CPF portion of the budget only. The portion of the line-item budget to be paid with FY2023 CPF funds must add up to the total FY2023 CPF grant amount.

The grant-funded activities in your project narrative and grant-funded costs in your line-item budget must be consistent with the “project” and “amount” specified in the table on pages S9406 through

S9557 of the JES at [CREC-2022-12-20-pt3-PgS9325-2.pdf \(congress.gov\)](#) or consist of expenses the FY 2023 Act expressly makes eligible. Specifically, the FY2023 Act clarifies that eligible expenses of these grant also include administrative, planning, operations, and maintenance costs. In addition, the FY2023 Act authorizes these grant funds to be used for reimbursement of expenses incurred on or after December 29, 2022, and prior to the date of grant execution, as long as those expenses were “otherwise eligible.”

2.2.1 Grant Award Conditions

Grantee or Project is Awarded More than One CPF Grant	If a Grantee or Project is awarded more than one CPF grant, HUD will not combine the grants into one grant. Each grant must be processed separately.
Start or Effective Date of the Grant	The date HUD signs the grant agreement is the start date for the grant’s period of performance and budget period. However, grant funds may be used for costs incurred before this date, provided that: <ul style="list-style-type: none"> (1) The costs are soft costs incurred on or after December 29, 2022, or hard costs incurred on or after the later of December 29, 2022 and completion of the required project-specific environmental review; and (2) The costs meet the allowability criteria in 2 CFR 200.403(a) through (g).
Grant End Date	To give grantees the maximum time feasible to complete their projects, HUD has established August 31, 2031, as the end date of the period of performance and budget period for all FY2023 CPF grants. However, notwithstanding the standard period 2 CFR 200.344(b) provides for liquidating obligations incurred under the award, HUD will NOT be responsible for making any grant payments after the date Treasury closes the account in accordance with 31 U.S.C. § 1552. Because Treasury may close the account up to one week before the September 30 date specified by 31 U.S.C. § 1552, the grantee is advised to make its final request for payment under the grant no later than September 15, 2031.
Assistance Listing number	The Assistance Listing number (formerly called the Catalog of Federal Domestic Assistance, or CFDA, number) for Economic Development Initiative, Community Project Funding grant is 14.251.

2.2.2 Project Narrative (for the entire project)

Content: Your Project Narrative must include sufficient scope and information about the ENTIRE affected project (not limited to the portion funded by your grant) to inform the environmental review process. Project activities must be grouped together and evaluated as a single project for all individual activities which are related either on a geographical or functional basis, or both, or are logical parts of a composite of contemplated actions.

Your Project Narrative must also make clear which portion of the project, or specific project activities, will be funded using the HUD funds provided under your FY2023 CPF grant.

In anticipation of the required semi-annual reporting on activity types and annual reports on “Section 3 Economic Opportunity Part 75” accomplishments, the narrative should provide anticipated project goals, outputs, or outcomes, including “Section 3 Economic Opportunity Activity Performance Measures”.

The Project Narrative should include:

- **Project Name:** Identify the “project.” This must be consistent with the “project” specified in the table on pages S9406 through S9557 of the JES at [CREC-2022-12-20-pt3-PgS9325-2.pdf \(congress.gov\)](#).
- **Project Purpose:** Provide a brief one sentence summary.
- **Project Scope:**
 - What will the CPF grant be used for?
 - Restate the project purpose, identify general activity categories, and specify what the grant award will be used for.
 - Is the CPF funded project part of a larger project?
 - If so, please provide a brief description of the broader project.
 - Has the project started? If so, please provide a brief overview of the status of the project.
 - If the project has been started, did you initiate an HUD-NEPA environmental review?
 - First, please review HUD’s environmental review requirements in Section 3.
 - For basic questions about the environmental review requirements or process, please reach out to the Environmental Review Ask A Question Help Desk. (See Section X: Attachments for directions.)
 - For project specific questions about environmental reviews, reach out to the Regional Environmental Officers listed in Section 3 below.
 - Will you be using a subrecipient to implement any part of the project?
(Please note HUD’s conditions on using subrecipients, which are specified in Article III, section H of the Grant Agreement) and highlighted below.

Proposed Subrecipient: Use of subrecipients is subject to the conditions provided in Article III, section H of the Grant Agreement. If you intend to subaward a portion of your grant funds to a subrecipient, and have already identified that subrecipient, then that organization’s name, Unique Entity ID, and an overview of the role, responsibilities, and functions to be carried out by that subrecipient must be included in the project narrative. The use of subrecipients does not relieve the grantee from responsibility for the grant. The grantee will be responsible for all coordination with HUD on all accessing grant CPF funds, amendments requests, reporting, correspondence, grant closeout and all other grant requirements. The grantee is responsible for ensuring that the subrecipient complies with all grant requirements. Further, grantees are required to ensure that subrecipients are not debarred, suspended, or otherwise excluded from or ineligible for participation in Federal programs or activities.

Format: You may create your project narrative using software such as Microsoft Word or as a PDF.

2.2.3 Line-Item Budget (for the entire project)

Content: HUD needs to see BOTH the overall project budget and the specific use of the CPF funds.

The line-item budget should include costs for the entire project showing both the budget for the CPF portion of the project and the non-CPF portions of the project.

All pertinent budgetary information should be listed and explained, such as: the overall amount for predevelopment costs; construction, renovation, and rehabilitation costs; acquisition, demolition, and site preparation; architectural and engineering fees; initial set asides for revolving loan funds; and administrative costs.

The total expenses to be charged to the grant must equal the grant “amount” specified in the table on pages S9406 through S9557 of the JES at [CREC-2022-12-20-pt3-PgS9325-2.pdf \(congress.gov\)](#).

As provided by the FY2023 Act, eligible expenses under the grant may include administrative, planning, operations and maintenance, and other costs that are reasonable and necessary to carry out the “project” specified in the table on pages S9406 - S9557 of the JES.

Format: You may create your project budget using software such as Microsoft Excel or provide a line item budget using a Microsoft Word document.

PLEASE NOTE: The CPF portion of the line-item budget must add up to the full grant amount. The line-item budget does not have to be explicit in the use of funds under a line item, provided that the Project Narrative and line-item budget provide enough detail as a whole for HUD to make a reasonable determination that the grant-funded costs are consistent with the Congressional authorization.

2.2.4 Requesting Changes to Approved Project Narrative or Budget

After HUD approves your project narrative and budget and attaches them to the Grant Agreement, all project and budget changes will be subject to the conditions provided by 2 CFR 200.308 and Article III, section C of the Grant Agreement. Any changes to the project scope as originally proposed to your member(s) of Congress must be consistent with the Congressionally-directed purpose for your award, as stated in the JES. HUD does not have the authority to approve changes that depart from the Congressionally-directed purpose for your award, as stated in the JES. For example, if a grantee wants to change a project to create a community center to a housing complex, the grantee will have to discuss this with their member(s) of Congress that authorized the grant award.

To request HUD’s approval for a change in the project or approved budget, the Grantee’s authorized representative will need submit a formal letter on organizational letterhead to the Director of HUD’s Office of Economic Development - Congressional Grants Division. The letter must be submitted via email to the assigned Grant Officer and must provide justification for the change. The email must also include a revised project narrative or revised line-item budget, as applicable, that includes the requested change. The HUD Office of Economic Development – Congressional Grants Division will notify the Grantee in writing, by email, whether HUD approves or disapproves the change.

If, however, your project or budget changes after your initial submission to HUD but is still within the intent of the grant awarded by Congress, you must submit a letter to your Grant Officer requesting HUD to consider an amendment to revise the project description, budget and/or timelines, along with a justification for the proposed changes. This new scope of work should include a detailed

explanation of how the change keeps with the intent of Congress, why the change is needed and the details of the revised narrative or line-item budget.

Before the Grantee expends Grant Funds in accordance with any change approved by HUD or otherwise allowed by 2 CFR 200.308, the Grantee must update its grant information in DRGR to reflect that change.

Amendments to a previously approved project narratives or budget may also require a revision of the environmental review for the amended project.

2.2.5 SF-424: Application for Federal Assistance

The SF-424 is the common application form for federal funding. The form provides the Department basic information about the applicant, the project, and the project funding source. A link to the form can be found here: <https://www.hudexchange.info/resource/306/hud-form-sf424/>.

Additional Certifications and Assurances: By checking “I agree” in box 21 of the SF-424 and signing the SF-424, the Authorized Representative will be understood to make the following additional certifications and assurances on behalf of the prospective grantee (“applicant”):

a. The governing body of the applicant’s organization has duly authorized the application for Federal assistance. In addition, by signing and electronically submitting the application, the Authorized Representative certifies that the applicant:

- (1) has the legal authority to apply for Federal assistance and the institutional, managerial, and financial capacity (including funds to pay for any non-Federal share of project costs) to plan, manage, and complete the project as described in the application (including the attached project narrative);
- (2) will provide HUD any additional information it may require; and
- (3) will administer the award in compliance with the grant requirements as identified in the Grant Agreement or as may otherwise be provided by Federal law.

b. **Certification Regarding Lobbying.** The Authorized Representative certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of

a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

c. Federally recognized Indian tribes and Tribally Designated Housing Entities (TDHEs) established by a federally recognized Indian tribe, as a result of the exercise of the tribe's sovereign power, are excluded from coverage by item b (also known as the Byrd Amendment). However, State-recognized Indian tribes and TDHEs established under State law are not excluded from the statute's coverage and therefore agree to, and must comply with, item b above.

d. By submitting this application, the organization affirms its awareness of these certifications and assurances. The Authorized Representative submitting the application is affirming that these certifications and assurances are material representations of the facts upon which HUD will rely when making an award to the applicant. If it is later determined that the signatory to the application submission knowingly made a false certification or assurance or did not have the authority to make a legally binding commitment for the applicant, the applicant may be subject to criminal prosecution, and HUD may terminate the award to the applicant organization or pursue other available remedies including false claims citation and standard clause plus 2 CFR 200.339 on noncompliance and 2 CFR 200.340 on termination.

Follow the instructions below for each box of the SF-424:

<ol style="list-style-type: none"> 1. Check the application box 2. Check the "New" box 3. Leave blank 4. Leave blank 5. a. Enter your Grant Number (B-23-CP-XX-####) b. Leave blank 6. Leave blank 7. Leave blank 8. a. Enter the legal name of your organization b. Enter the EIN/TIN for your organization c. Enter your organization's Unique Entity Identifier 	<ol style="list-style-type: none"> 10. Enter US Department of Housing and Urban Development 11. Enter 14.251 and under CFDA Title, "Economic Development Initiative, Community Project Funding, and Miscellaneous Grants" 12. Enter FY2023 and under Title, "CPF" 13. Leave blank 14. Enter project address(es) 15. Enter a brief description of the project and attach a more detailed, but also brief project description and a project budget 16. See "Instructions for the SF-424"
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<p>d. Enter the complete address of your organization</p> <p>e. Enter the Department and/or Division responsible for the application</p> <p>f. Enter all contact information for the person responsible for the application</p> <p>9. Enter the letter or letters describing your organization from the listing on the "Instructions for the SF-424"</p>	<p>17. Enter the proposed start and end dates for the project</p> <p>18. On the "Federal line," enter only the amount of the CPF grant</p> <p>19. Check box "C"</p> <p>20. Check the appropriate box</p> <p>21. After review of the Additional Certifications and Assurances above, check "I AGREE," enter all information for the Authorized Representative submitting the application and <u>sign or e sign and date the form and include it with your emailed submission.</u></p>
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2.2.6 Disclosure of Lobbying

No appropriated Federal funds may be paid by or on behalf of the applicant, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, or an employee of a member of Congress, in connection with this "application" for Federal assistance or any award of funds resulting from the submission of this "application" for Federal assistance or its extension, renewal, amendment, or modification.

If your organization has paid or will pay funds other than Federal appropriated funds to influence or attempt to influence the persons listed above, you must complete and submit Standard Form LLL, Disclosure of Lobbying Activities, as part of your "application" submission package. grantee shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Except as provided below, each applicant/grantee shall require that the language of the certification at 24 CFR part 87, Appendix A, be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Federally recognized Indian tribes and Tribally-designated Housing Entities (THDE) established by federally recognized Indian tribes as a result of the exercise of the tribe's sovereign power are excluded from coverage of the Byrd Amendment, and do not have to submit these forms. State-recognized Indian tribes and TDHEs established only under State law must comply with this requirement.

SF-LLL Disclosure of Lobbying Activities:

<https://www.hudexchange.info/resource/308/hud-form-sflll/>

Certification Regarding Lobbying:

https://apply07.grants.gov/apply/forms/readonly/GG_LobbyingForm-V1.1.pdf

2.2.7 SF-1199A: Direct Deposit Sign-Up Form

Grantee must complete Section 1 and 2 of SF-1199A form (see Attachment 3). Grantee's bank or financial institution must complete Section 3 of the form. Ensure that you include a voided check or deposit slip with this form and email it to your Grant Officer.

Your Authorized Representative must complete and sign the form.

Please note: If the Authorized Representative name differs on the documents and/or has changed, please contact your grant officer to obtain an updated documents with the new Authorized Representative's information.

Review and verify the contents on this form for its accuracy prior to submitting.

SF-1199A: <https://www.hud.gov/sites/documents/ATTACHMENTVISF-1199A.PDF>

Section 1: (To be completed by Payee (grantee))	Section 2: (Completed by Payee (grantee))
<p>A. Type or print your name, address, and telephone number</p> <p>B. Type or print your grant number</p> <p>C. Type or print your EIN/TIN</p> <p>D. Check the type of account you want your funds deposited into</p> <p>E. Type or print the account number you want your funds deposited into</p> <p>F. Check "Other" and specify "CPF-Grant"</p> <p>G. Leave Blank</p> <p>H. Sign and date the form</p>	<p>Government Agency Name: HUD/Office of CPD</p> <p>Government Agency Address: 451-7th Street, SW, Washington, DC 20410 (Attach voided check or deposit slip)</p> <p>Section 3: (To be completed by your financial institution)</p>

SECTION 3: FEDERAL REQUIREMENTS

The FY2023 CPF Grant Agreement will set forth all applicable regulatory requirements for your grant.

As the grantee, you are responsible for managing the project and ensuring the proper use of the CPF funds in compliance with all applicable Federal requirements. You are also responsible for ensuring the completion of the project and its proper closeout.

Subject to the conditions stated in Article III, section H of the FY2023 CPF Grant Agreement, you may subaward all or a portion of your funds to one or more subrecipients, as identified in your Project Narrative (which will be incorporated in your FY2023 CPF Grant Agreement) or as may be approved by HUD in accordance with 2 CFR 200.308. As the grantee you are responsible for ensuring each subrecipient's compliance with federal requirements.

Below are the applicable regulatory requirements of the CPF grants.

- Section 3.1 details the requirements of the FY2023 Act.
- Section 3.2 details the applicable Federal requirements standard to all HUD grants. HUD refers to these requirements as "cross-cutting" as they apply across all HUD programs.

It is important to note that if CPF funds are combined in a project budget with other Federal grant funds or the CPF funds are used on projects that are subject to other Federal grant requirements, the grantee must comply with both CPF requirements and the other Federal grant requirements.

Because CPF awards are authorized and funded through specific Congressional directives as provided by the Act, CPF awards are distinct from Community Development Block Grant funding and are **not** subject to Title I of the Housing and Community Development Act of 1974 or the Community Development Block Grant regulations at 24 CFR part 570.

Where statutory restrictions apply, HUD cannot provide waivers or exceptions without statutory authority to do so.

In circumstances where there is a conflict between this CPF guide and other HUD guidance, HUD will resolve the conflict.

3.1 Requirements Under the Consolidated Appropriations Act, 2023 (P.L. 117-328)

Summary	
The Project, Recipient, and Amount of each FY2022 CPF award	The Project, Recipient, and Amount of each FY2022 CPF award must be consistent with the "project," "recipient," and "amount" specified by the table on pages S9406 through S9557 of the JES at CREC-2022-12-20-pt3-PgS9325-2.pdf (congress.gov) .
Eligible Expenses	Consistent with the FY2023 Act's provisions, eligible expenses of the grant may include administrative, planning, operations and

	<p>maintenance, and other costs that are reasonable and necessary to carry out the “project” specified in the table on pages S9406 through S9557 of the JES at CREC-2022-12-20-pt3-PgS9325-2.pdf (congress.gov).</p> <p><i>PLEASE NOTE: To be allowable under the grant, the cost not only must be eligible, but also must meet the cost allowability criteria in 2 CFR 200.403, unless a statute expressly provides otherwise (such as in the case of pre-award costs as noted below).</i></p>
Pre-award costs	<p>Consistent with the FY2023 Act’s provisions, FY2023 CPF grant funds may be used to reimburse costs (including administrative, planning, operations and maintenance, and other costs) incurred before execution of the grant agreement, provided that:</p> <p>(1) The costs are soft costs incurred on or after December 29, 2022, or hard costs incurred on or after the later of December 29, 2022, and completion of the required project-specific environmental review; and</p> <p>(2) The costs meet the allowability criteria in 2 CFR 200.403(a) through (g).</p>
Eminent Domain	<p>No Federal funds provided under your award may be used to support any Federal, state, or local project that seeks to use the power of eminent domain, unless eminent domain is employed only for a public use. Public use includes use of funds for mass transit, railroad, airport, seaport, or highway projects, and utility projects which benefit or serve the general public (including energy-related, communication-related, water-related, and waste water-related infrastructure), other structures designated for use by the general public or with other common-carrier or public-utility functions that serve the general public and are subject to regulation and oversight by the government, and projects for the removal of an immediate threat to public health and safety or brownfields, as defined in the Small Business Liability Relief and Brownfields Revitalization Act (Pub. L. 107-118). Public use does not include economic development that primarily benefits private entities.</p>
Restriction on Use of Funds for Computer Networks	<p>No Federal funds provided under your award may be used to maintain or establish a computer network that does not block the viewing, downloading, and exchanging of pornography. This requirement does not limit the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.</p>

3.2 Cross Cutting Federal Requirements

Summary	
Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200)	<p>The requirements of 2 CFR Part 200 apply to all CPF awards.</p> <p>Grantees are encouraged to review the provisions of these regulations including provisions related to:</p> <ul style="list-style-type: none"> • Suspension and debarment at 2 CFR 200.214 • Prohibition on certain telecommunications and video surveillance services or equipment at 2 CFR 200.216 • Financial management, internal controls, and Federal payment requirements at 2 CFR 200.302, 200.303, and 200.305 • Program Income requirements at 2 CFR 200.307* • Revision of budget and program plans at 2 CFR 200.308 • Disposition of property acquired with CPF funds at 2 CFR §200.311 • Procurement requirements at 2 CFR §200.317-327 • Record retention and access requirements at 2 CFR 200.334-200.338 • Reporting requirements at 2 CFR 200.328-200.330, including on the status of property acquired with CPF funds at 2 CFR §200.330 • Subrecipient monitoring and management at 2 CFR 200.331-200.333 • Remedies for Noncompliance at 2 CFR 200.339-200.343 • Closeout of federal grants at 2 CFR §200.344-346 • Cost Principles at 2 CFR Part 200, subpart E • Audit requirements at 2 CFR Part 200, subpart F <p>*For purposes of all CPF awards, program income must be used for the purposes and under the conditions of the grantee's specific CPF award in accordance with the addition requirements at 2 CFR 200.307(e)(2). In accordance with 2 CFR 200.307(b), costs incidental to the generation of program income may be deducted from gross income to determine program income for purposes of your CPF grant, provided these costs have not been charged to the Federal award. Further technical assistance will be provided to grantees with projects that may generate program income.</p>

<p>Environmental Review Requirements (24 CFR Part 50 or Part 58)</p> <p>Quick Overview</p> <p>(More detailed guidance starts in Section 3.3)</p>	<p>All projects funded by HUD are subject to requirements under the National Environmental Policy Act (NEPA) and HUD's NEPA-implementing regulations at 24 CFR Part 50 or 24 CFR Part 58. Environmental reviews must be completed, and a Request for Release of Funds and Certification must be approved by HUD CPD Field Office Director through issuance of the <u>7015.16 Authority to Use Grant Funds</u>, as applicable, prior to taking any action, to avoid violations under 24 CFR 58.22 which prohibits limitations on activities pending clearance, and Section 110(k) of the National Historic Preservation Act which prohibits anticipatory demolition or significant harm of historic properties prior to completion of the historic preservation review process known as Section 106 review.</p> <p>The environmental review must be completed by a "Responsible Entity" (RE) as defined at 24 CFR 58.2(a)(7). An applicant that is a State, unit of general local government, Indian Tribe, or Alaska Native Village is the RE for the project. For other applicants, the RE is the unit of general local government within which the project is located that exercises land use responsibility, or the Indian Tribe or Alaskan Native Village jurisdiction within which the project is located that exercises land use responsibility. REs can conduct an environmental review on behalf of other entities in their jurisdiction even if they are not the grantee. In the event that an RE that is not the grantee declines to assume responsibility for the environmental review under Part 58, you must advise HUD, and HUD will complete the environmental review under 24 CFR Part 50 or designate another RE. HUD has the option under 58.2(a)(7)(ii)(C) and 58.11(d) to designate another responsible entity.</p> <p>Locate your nearest HUD Regional Environmental Officer here (also see Section 4: Contact Information for Grant Officers and Regional Environmental Officers in this document): https://www.hudexchange.info/programs/environmental-review/hud-environmental-staff-contacts/#region-i-regional-and-field-environmental-officers.</p> <p>Further information on environmental requirements can be found here: https://www.hudexchange.info/programs/environmental-review/orientation-to-environmental-reviews/#overview.</p> <p>You may not commit or spend <u>ANY</u> project funds (HUD or non-HUD funds) on hard costs or take any choice limiting actions until the project completes an environmental review. Examples of choice limiting actions include, but are not limited to, purchasing land, entering into contracts for property acquisition or construction, or physical work on the project. Failure to comply with the prohibition on choice limiting actions and Section 110(k) can result in forfeiture of</p>
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	<p>grant funds. You are encouraged to commence the environmental review process for your project as soon as possible. Under Part 58, the environmental review process is complete when the Responsible Entity (RE) certifies the review and a Request for Release of Funds and Certification is approved by HUD CPD Field Office Director through issuance of the 7015.16 Authority to Use Grant Funds, as applicable. Under Part 50, the environmental review process is complete when certified by the HUD Authorizing Official.</p> <p>See Section 3 below for additional detail on fulfilling environmental review requirements.</p>
Indirect Cost Rate	<p>Normal indirect cost rules under 2 CFR Part 200, subpart E apply. If you intend to charge indirect costs to your award, APPENDIX 3 of the grant agreement must clearly state the rate and distribution base you intend to use. If you have a Federally negotiated indirect cost rate, your application must also include a letter or other documentation from the cognizant agency showing the approved rate.</p> <p>Special instructions for state and local governments: If your department or agency unit has a Federally negotiated indirect cost rate, your application must include that rate, the applicable distribution base, and a letter or other documentation from the cognizant agency showing the negotiated rate. If your department or agency unit receives more than \$35 million in direct Federal funding per year, you may not claim indirect costs until you receive a negotiated rate from your cognizant agency for indirect costs as provided in Appendix VII to 2 CFR Part 200.</p> <p>If your department or agency unit receives no more than \$35 million in direct Federal funding per year and your department or agency unit has developed and maintains an indirect cost rate proposal and supporting documentation for audit in accordance with 2 CFR Part 200, Appendix VII, you may use the rate and distribution base specified in that indirect cost rate proposal.</p> <p>Alternatively, if your department or agency unit receives no more than \$35 million in direct Federal funding per year and does not have a current negotiated rate (including provisional) rate), you may elect to use the de minimis rate of 10% of MTDC. As described in 2 CFR 200.403, costs must be consistently charged as either indirect or direct costs but may not be double charged or inconsistently charged as both. Once elected, the de minimis rate must be applied consistently for all Federal awards until you choose to negotiate for a rate, which you may apply to do at any time. Documentation of the decision to use the de minimis rate must be retained on file for audit.</p>

	<p>Special instructions for applicants other than state and local governments: If you have a Federally negotiated indirect cost rate, your application must clearly state the approved rate and distribution base and must include a letter or other documentation from the cognizant agency showing the approved rate. If your organization does not have a current negotiated rate (including provisional rate) and elects to use the de minimis rate, your application must clearly state you intend to use the de minimis rate of 10% of Modified Total Direct Costs (MTDC). As described in 2 CFR 200.403, costs must be consistently charged as either indirect or direct costs but may not be double charged or inconsistently charged as both. Once elected, the de minimis rate must be applied consistently for all Federal awards until the organization chooses to negotiate a rate, which the organization may apply to do at any time. Documentation of the decision to use the de minimis rate must be retained on file for audit.</p>
<p>Economic Opportunities for Low-and Very Low-income Persons: Section 3 Requirements (24 CFR Part 75) and Indian Preference</p>	<p>The requirements of Section 3 of the Housing and Urban Development Act of 1968 found at 24 CFR Part 75 apply to all grant recipients that are awarded \$200,000 or more for projects involving housing construction, rehabilitation, or other public construction. Section 3 of the Housing and Urban Development Act of 1968 (Section 3), 12 U.S.C. 1701u (Economic Opportunities for Low- and Very Low-Income Persons in Connection with Assisted Projects), and the HUD regulations at 24 CFR Part 75, ensure, to the greatest extent feasible, that training, employment, contracting and other economic opportunities be directed to low- and very low-income persons, especially recipients of government assistance for housing, and to businesses that provide economic opportunities to low-and very low-income persons where a proposed project is located.</p> <p>CPF grantees are encouraged to review the requirements of this regulation to determine ways to support the mission of increasing economic opportunity for low- and very-low income persons and small business owners in your community. Grantees will submit periodic reports of Section 3 accomplishment Performance Measures in DRGR. A link to DRGR guidance for reporting Section 3 accomplishments is provided below.</p> <p>CPF grants made to Tribes and TDHEs are subject to Indian Preference requirements in Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)). As stated in 24 CFR §75.3(c), grants to Tribes and TDHEs are subject to Indian Preference requirements in lieu of Section 3.</p> <p>www.hud.gov/localoffices</p>

	<p>https://portalapps.hud.gov/Sec3BusReg/BRegistry/BRegistryHome www.EEOC.govhttp://www.dol.gov/ofccp/</p> <p>https://files.hudexchange.info/resources/documents/DRGR-Guidance-on-Reporting-Section-3-Labor-Hours-Fact-Sheet.pdf</p>
Uniform Relocation Assistance and Real Property Acquisitions Policies Act	<p>With certain limited exceptions, HUD-funded programs or projects are subject to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA) (42 U.S.C. §§ 4601 et seq.), and the government-wide regulations issued by the Federal Highway Administration at 49 CFR Part 24.</p> <p>The URA applies to acquisitions of real property and relocation occurring as a direct result of the acquisition, rehabilitation, or demolition of real property for Federal or Federally funded programs or projects. Real property acquisition that receives Federal financial assistance for a program or project, as defined in 49 CFR 24.2, must comply with the acquisition requirements contained in 49 CFR part 24, subpart B. Unless otherwise specified in law, the relocation requirements of the URA and its implementing regulations at 49 CFR part 24, cover any displaced person who moves from real property or moves personal property from real property as a direct result of acquisition, rehabilitation, or demolition for a program or project receiving HUD financial assistance.</p>
Generally Applicable HUD requirements (24 CFR Part 5, subpart A and 24 CFR 1000.12)	<p>CPF grantees and their subrecipients must comply with the generally applicable HUD and CPD requirements in 24 CFR Part 5, subpart A, including all applicable fair housing, and civil rights requirements. Grants to Tribes and TDHEs are subject to the nondiscrimination requirements in 24 CFR 1000.12 in lieu of the nondiscrimination requirements in 24 CFR 5.105(a).</p>
Equal Participation of Faith Based Organizations	<p>CPF grants are subject to HUD's regulations at 24 CFR §5.109 concerning equal participation of faith-based organizations in HUD programs and activities.</p>
SAM registration and Unique Entity Identifier (UEI)	<p>The System for Award Management (SAM) and Universal Identifier Requirements under 2 CFR Part 25 apply.</p> <p>Unless subject to the exceptions in 2 CFR 25.110 and 25.200(c), each applicant for a CPF award must:</p> <ul style="list-style-type: none"> (a) Be registered in SAM.gov (https://sam.gov/content/home) before submitting an application or plan; (b) Maintain an active SAM registration with current information, including information on a recipient's immediate

	<p>and highest-level owner and subsidiaries, as well as on all predecessors that have been awarded a Federal contract or grant within the last three years, if applicable, at all times during which the applicant has an active Federal award or an application or plan under consideration by a Federal awarding agency; and</p> <p>(c) Provide its unique entity identifier in each application or plan submitted to HUD.</p> <p>As of April of 2022, all entities doing business with the federal government must use a Unique Entity ID created in SAM.gov. The federal government has stopped using the DUNS number to uniquely identify entities.</p> <p>To Sign up or Reactivate SAM.gov Account: Grantees must have a SAM.gov account. If your organization is already registered in SAM.gov, your UEI has already been assigned and is viewable in SAM.gov. This includes inactive registrations. The UEI is currently located below the DUNS Number on your entity registration record. Remember, you must be signed in to your SAM.gov account to view entity records. To learn how to view your UEI, go here: https://www.fsd.gov/gsafsd_sp?id=gsafsd_kb_articles&sys_id=a05adbae1b59f8982fe5ed7ae54bcbba</p> <p>Subrecipients may refer to the Guide to Getting a Unique Entity ID at SAM.gov to get a Unique Entity ID.</p> <p>Grantees may contact their Grant Officer for technical assistance. Please refer to this link to begin registering in SAM.gov for the UEI number https://sam.gov/content/home.</p>
<p>The Federal Financial Accountability and Transparency Act of 2006, (Public Law 109-282), as amended (FFATA)</p>	<p>Compliance with the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282) as amended (FFATA). FFATA requires information on federal awards be made available to the public via a single, searchable website, which is www.USASpending.gov. Accordingly, your award will be subject to the requirements provided by the Award Term in Appendix A to 2 CFR Part 170, "REPORTING SUBAWARD AND EXECUTIVE COMPENSATION INFORMATION," unless the Federal funding for the award (including funding that may be added through amendments) is not expected to equal or exceed \$30,000. Requirements under this Award Term include filing subaward information in the Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS.gov) by the end of the month following the month in which the recipient awards any sub-grant equal to or greater than \$30,000.</p>

	Each applicant must have the necessary processes and systems in place to comply with the Award Term in Appendix A of 24 CFR Part 170 if the applicant receives an award, unless an exception applies as provided in 2 CFR 170.110.
Davis Bacon and Related Acts (DBRA)	Compliance with Davis Bacon and Related Acts (DBRA) is not a condition or requirement for CPF grants but may be required if your project is also supported by other funds which do require adherence to the DBRA.
Suspension and debarment	The governmentwide debarment and suspension regulations in 2 CFR Part 180 apply as incorporated and supplemented by HUD's implementing regulations in 2 CFR Part 2424. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.
Prohibition Against Lobbying Activities	Applicants are subject to the provisions of Section 319 of Public Law 101-121, 31 U.S.C. 1352, (the Byrd Amendment), and 24 CFR Part 87, which prohibit recipients of federal awards from using appropriated funds for lobbying the executive or legislative branches of the Federal government in connection with a Federal award. Applicants will be required to certify in their grant agreements that no Federal funds have been used to lobby. In addition, applicants must disclose, using Standard Form LLL (SF-LLL), "Disclosure of Lobbying Activities," any funds, other than federally appropriated funds, that will be or have been used to influence federal employees, members of Congress, or congressional staff regarding specific awards. Federally recognized Indian tribes and TDHEs established by Federally recognized Indian tribes as a result of the exercise of the tribe's sovereign power are excluded from coverage of the Byrd Amendment, but state-recognized Indian tribes and TDHEs established only under state law shall comply with this requirement. Applicants must submit the SF-LLL if they have used or intend to use non-federal funds for lobbying activities.
Drug-Free Workplace	The following award term applies to all grantees of CPF awards: You as the recipient must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 CFR Part 2429, which adopts the governmentwide implementation (2 CFR Part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701-707).

<p>Trafficking in persons</p>	<p>The following award term and condition, which is required by 2 CFR Part 175, applies as written:</p> <ul style="list-style-type: none"> a. Provisions applicable to a recipient that is a private entity. <ul style="list-style-type: none"> 1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not— <ul style="list-style-type: none"> i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect; ii. Procure a commercial sex act during the period of time that the award is in effect; or iii. Use forced labor in the performance of the award or subawards under the award. 2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity: <ul style="list-style-type: none"> i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either— <ul style="list-style-type: none"> A. Associated with performance under this award; or B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by HUD at 2 CFR 2424. b. Provision applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity— <ul style="list-style-type: none"> 1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or 2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either: <ul style="list-style-type: none"> i. Associated with performance under this award; or ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by HUD at 2 CFR 2424. c. Provisions applicable to any recipient.
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	<ol style="list-style-type: none"> 1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term. 2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section: <ol style="list-style-type: none"> i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and ii. Is in addition to all other remedies for noncompliance that are available to us under this award. 3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity. <p>d. Definitions. For purposes of this award term:</p> <ol style="list-style-type: none"> 1. "Employee" means either: <ol style="list-style-type: none"> i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements. 2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery. 3. "Private entity": <ol style="list-style-type: none"> i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25. ii. Includes: <ol style="list-style-type: none"> A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b). B. A for-profit organization. 4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).
Conflicts of Interest	<ol style="list-style-type: none"> i. Conflicts Subject to Procurement Regulations. In the procurement of property or services by recipients and subrecipients, the conflict-of-

	<p>interest rules in 2 CFR 200.317 and 2 CFR 200.318(c) shall apply. In all cases not governed by 2 CFR 200.317 and 2 CFR 200.318(c), recipients and subrecipients must follow the requirements contained in paragraphs ii-v below.</p> <ul style="list-style-type: none"> ii. General prohibition. No person who is an employee, agent, consultant, officer, or elected or appointed official of the recipient or subrecipient and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have a financial interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has immediate family or business ties, during his or her tenure or for one year thereafter. Immediate family ties include (whether by blood, marriage or adoption) the spouse, parent (including a stepparent), child (including a stepchild), brother, sister (including a stepbrother or stepsister), grandparent, grandchild, and in-laws of a covered person. iii. Exceptions. HUD may grant an exception to the general prohibition in paragraph (ii) upon the recipient's written request and satisfaction of the threshold requirements in paragraph (iv), if HUD determines the exception will further the Federal purpose of the award and the effective and efficient administration of the recipient's program or project, taking into account the cumulative effects of the factors in paragraph (v). iv. Threshold requirements for exceptions. HUD will consider an exception only after the recipient has provided the following documentation: <ul style="list-style-type: none"> a. A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how the public disclosure was made; and b. An opinion of the recipient's attorney that the interest for which the exception is sought would not violate state or local law. v. Factors to be considered for exceptions. In determining whether to grant a requested exception after the recipient has satisfactorily met the threshold requirements in paragraph (iii), HUD will consider the cumulative effect of the following factors, where applicable: <ul style="list-style-type: none"> a. Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project that would otherwise not be available; b. Whether an opportunity was provided for open competitive bidding or negotiation;
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	<ul style="list-style-type: none"> c. Whether the person affected is a member of a group or class of low- or moderate-income persons intended to be the beneficiaries of the assisted activity, and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class; d. Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision-making process with respect to the specific assisted activity in question; e. Whether the interest or benefit was present before the affected person was in a position as described in paragraph (ii); f. Whether undue hardship will result either to the recipient or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and g. Any other relevant considerations. <p>vi. Disclosure of potential conflicts of interest. Recipients must disclose in writing to your CPF Grant Officer any potential conflict of interest.</p>
Award Term and Condition for Recipient Integrity and Performance Matters	<p>If the total Federal share of the Federal award may include more than \$500,000 over the period of performance, the following award term and condition applies as written:</p> <p>Reporting of Matters Related to Recipient Integrity and Performance</p> <ol style="list-style-type: none"> 1. <i>General Reporting Requirement</i> 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 (FAPIIS)) 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. <i>Proceedings About Which You Must Report</i> Submit the information required about each proceeding that: <ul style="list-style-type: none"> a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;

	<ul style="list-style-type: none"> b. Reached its final disposition during the most recent five-year period; and c. Is one of the following: <ul style="list-style-type: none"> (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: <ul style="list-style-type: none"> (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. <p>3. <i>Reporting Procedures</i> 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.</p> <p>4. <i>Reporting Frequency</i> 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</p>
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	<p>information about the criminal, civil, and administrative proceedings.</p> <p>5. <i>Definitions</i></p> <p>For purposes of this award term and condition:</p> <ul style="list-style-type: none"> 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— <ul style="list-style-type: none"> (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.
Lead-Based Paint Requirements	<p>If grant funds are used for purchase, lease, support services, operation, or work that may disturb painted surfaces, of pre-1978 housing, you must comply with the lead-based paint evaluation and hazard reduction requirements of HUD's lead-based paint rules (Lead Disclosure; and Lead Safe Housing (24 CFR part 35)), and EPA's lead-based paint rules (e.g., Repair, Renovation and Painting; Pre-Renovation Education; and Lead Training and Certification (40 CFR part 745)).</p>

3.3 Detailed Environmental Review Guidance for FY2023 CPF Grants

An environmental review is the process of reviewing a project and its potential environmental impacts to determine whether it meets federal, state, and local environmental standards. The environmental review process is required for all HUD-assisted projects to ensure that the proposed project does not negatively impact the surrounding environment and that the property site itself will not have an adverse environmental or health effect on end users.

This guidance seeks to clarify the environmental review requirements for the CPF Program for expenditure of funds for planning, administration, management, operations, and maintenance activities, as well as for development projects where construction contracts were entered into, or construction was started prior to the date of legislative enactment (December 29, 2022) and/or completion of a satisfactory environmental review.

3.3.1 Contacts and Project-Specific Assistance

For environmental review purposes, CPF Grantees should contact their CPF Grant Officers and Regional Environmental Officers (REOs). The CPF Grant Officers and REOs can assist in specific project questions and environmental review requirements for individual projects.

HUD will also be providing trainings on environmental review. HUD has also initiated a technical assistance “Ask A Question” (AAQ) Desk for environmental review to support grantees in navigating the environmental review requirements. You can access the AAQ desk here: <https://www.hudexchange.info/program-support/my-question/>.

Included in Section 5: Attachments is a short guide for requesting support through the AAQ desk (see Attachment 5: Environmental Review Ask-A-Question (AAQ) Guide).

3.3.2 Legal Framework and Policy

Grant Agreement

The first action that grantees should take is to submit your project narrative and project budget to your Grant Officer per the instructions provided in the Grant Guide. Submitting these materials initiates the processing of the Grant Agreement. The Grant Agreement is the legally binding document that outlines requirements and incorporates assurances and certifications for your project. The Grant Agreement must be signed by HUD prior to the grantee drawing down funds for reimbursement.

Environmental Review, Federal Nexus and Choice-Limiting Actions

HUD or the RE will be required to complete an environmental review of ALL work that took place or is proposed to take place following the date of enactment (December 29, 2022). A “Federal Nexus” is defined as the event that, by its occurrence, triggers the requirements for federal environmental review under a host of laws, regulations, and Executive Orders.

The date of legislative enactment is the Federal Nexus for the FY2023 CPF program. The date of enactment (Federal Nexus) for FY2023 CPF grants was on December 29, 2022.

After the Federal Nexus, Grantees are prohibited from taking new choice-limiting actions related to hard costs, including commitment or expenditure of HUD and non-HUD funds, until a satisfactory environmental review has been completed for the aggregated project. HUD's aggregation requirements under 24 CFR 58.32 state that environmental reviews must group together and evaluate as a single project all individual activities which are related either on a geographical or functional basis, or are logical parts of a composite of contemplated actions. A satisfactory environmental review must include analysis of the applicable environmental laws and authorities, a determination that the project activities will not result in environmental harm that cannot be mitigated, consultation with federal/state agencies in a manner that allows for mitigation measures/conditions to be implemented, and a Request for Release of Funds and Certification (RROF/C) for the project that has been approved by the HUD CPD Field Office Director, if required. Most soft costs are covered by HUD's nationwide environmental review for CPF soft costs, can be incurred any time after the date of legislative enactment (Federal Nexus) which occurred on December 29, 2022, and can be drawn down for reimbursement after the Grant Agreement for the project has been executed.

A choice limiting action is any activity that a grantee undertakes, including committing or expending HUD or non-HUD funds, that reduces or eliminates a grantee's opportunity to choose project alternatives that would avoid or minimize environmental impacts or enhance the quality of the human environment.

Examples of Choice Limiting Actions include acquisition, leasing, rehabilitation, demolition, new construction, and ground disturbance work such as clearing, grading or grubbing. HUD's prohibition on choice limiting actions at 24 CFR 58.22 is derived from the regulations of the Council on Environmental Quality implementing the National Environmental Policy Act of 1969 (NEPA), which state that (with certain exceptions), "until an agency issues a finding of no significant impact, as provided in § 1501.6 of this chapter, or record of decision, as provided in § 1505.2 of this chapter, no action concerning the proposal may be taken that would: (1) Have an adverse environmental impact; or (2) Limit the choice of reasonable alternatives." 40 CFR § 1506.1.

In addition, the related environmental laws and authorities with which HUD must comply contain their own procedural requirements which have the effect of limiting actions that may be taken before approval of the environmental review. For example, under the National Historic Preservation Act of 1966 regulations (54 U.S.C. 300101, et seq.; 36 CFR Part 800; see 24 CFR § 50.4(a)(1)), in the early stages of project planning, the agency official must determine whether the proposed federal action is an undertaking as defined by the regulations. The agency must then determine whether it is a type of activity that has the potential to cause effects on historic properties, and if so, seek ways to avoid, minimize or mitigate any adverse effects on the property. Similarly, under Section 7 of the Endangered Species Act (16 U.S.C. 1536), the agency must ensure that any action it authorizes, funds, or carries out is not likely to jeopardize the continued existence of a listed species in the wild or destroy or adversely modify critical habitat.

Taking new choice-limiting actions is not permitted after the date of enactment (December 29, 2022) until the environmental review process is complete. In addition, HUD will not be able to fund a project where work that occurred after the date of enactment (December 29, 2022) has resulted in environmental harm or where environmental compliance with one or more of the laws and authorities cannot be achieved.

Programmatic Environmental Review for Planning, Administration, Operations and Maintenance
HUD has completed a nationwide Part 50 Programmatic Environmental Review covering CPF soft costs for planning, administration, operations, and maintenance activities under the CPF program. Grantees can incur reimbursable soft costs any time after the date of enactment (December 29, 2022) and following execution of the Grant Agreement, grantees may draw down funds for eligible planning, administration, operations and costs categorized as maintenance activities under CPD Notice 16-02: Guidance for Categorizing an Activity for Maintenance.

Work Under Contract

Grantees can proceed with work covered by contracts that predate the date of enactment (identified by HUD as the Federal Nexus triggering federal environmental and historic preservation laws and regulations) at your own risk.

If your organization is under a legally binding construction contract prior to the date of enactment (December 29, 2022), work funded by non-federal funds may proceed to the extent practical and to the extent permitted in accordance with the previously executed contract. After the date of enactment (December 29, 2022), grantees may not enter into additional construction contracts or make other choice limiting commitments or actions, including making a commitment of HUD or non-HUD funds to the project, until an environmental review by a Responsible Entity (RE) under 24 CFR Part 58 is completed and a Request for Release of Funds and Certification (RROF/C) is approved by the HUD CPD Field Office Director via certification of the 7015.16 Authority to Use Grant Funds in HEROS, if applicable; or an environmental review by HUD under 24 CFR Part 50 is completed.

Hard Costs

HUD or the RE is required to complete a satisfactory environmental review of ALL work that took place or is proposed to take place following the date of enactment (December 29, 2022). Grantees can undertake project activities covered by contracts that were entered into prior to the date of enactment and can incur reimbursable hard costs related to construction and ground-breaking activities occurring any time after the date of enactment (December 29, 2022) at their own risk. If work that has taken place after the date of enactment (December 29, 2022) causes unmitigable environmental harm, is prohibited under environmental laws or HUD's environmental regulations (e.g., damaging endangered species habitat, impacting a structure eligible for listing on the National Register of Historic Places, or work within a regulatory floodway), or precludes completion of federal consultation requirements, those project activities cannot be funded.

If a project is unable to satisfactorily complete an environmental review, HUD can potentially fund other project activities that do not require aggregation with the work started after the date of enactment, such as operations and maintenance or program services. Contact your CPF Grant Officer to discuss additional project activities that may be able to be funded on an as needed basis.

Grant funds can be drawn down for reimbursement of eligible costs after execution of the Grant Agreement for the project.

3.3.3 CPF Environmental Review Scenarios

The below scenarios offer consideration of some common scenarios received from grantees to date about the status of their projects and next steps.

In order for HUD's Congressional Grants Division (CGD) and the Office of Environment and Energy (OEE) to best assist you in determining your next steps, you should submit your project narrative and budget to your Grant Officer within CGD. This will enable HUD to:

- 1) initiate the Grant Agreement, and
- 2) work with grantees to determine the level of environmental review necessary for the project.

3.3.4 Questions and Answer/Project Scenarios

1. **Can I use my planning and administration funds prior to completion of my environmental review?**

ANSWER:

- Prior to the completion of the aggregated environmental review for the project, grantees can incur reimbursable soft costs for planning and administration any time after the date of enactment (December 29, 2022).
- A list of covered CPF soft costs can be found in HUD's Part 50 Programmatic Environmental Review for CPF Soft Costs and such costs can be drawn down for reimbursement after execution of the Grant Agreement.

2. **Can I use my planning and administration funds to cover the costs to complete an environmental review?**

ANSWER:

- Yes. The costs to complete an environmental review are eligible under the planning, administration, management, and maintenance activities covered by HUD's programmatic environmental review discussed in Scenario 1 above.
- Again, grantees may incur reimbursable soft costs any time after the date of enactment (December 29, 2022), but in order to draw down funds for reimbursement the grantee must have a fully executed Grant Agreement.

3. **I was awarded a grant that is for a 100% planning activity. Do I have to complete an environmental review?**

ANSWER:

- Based on your project narrative, your Grant Officer will confirm that your project is for planning only activities.
- As mentioned above, HUD has completed a programmatic environmental review for all planning activities within the Community Project Funding portfolio.
- Thus, if you have a planning only grant, you do not have to conduct a new environmental review because the review has already been completed by HUD. You must have a fully executed Grant Agreement to draw down HUD funds for reimbursement of eligible activities.

4. I completed my project before receiving a signed grant agreement from HUD. Can I be reimbursed?

ANSWER:

- Some activities may be reimbursable depending on their timing and nature.
- Soft costs covered by HUD's programmatic review that were incurred after the date of enactment (December 29, 2022) can be reimbursed after the execution of the Grant Agreement.
- Eligible hard costs incurred after the date of enactment (December 29, 2022) are reimbursable after the execution of the Grant Agreement, with the completion of a satisfactory environmental review covering the aggregated project. See Federal Nexus and Choice-Limiting Actions section above for more information on HUD's project aggregation principles and what is included in a satisfactory environmental review process.
- For activities that fall outside of the scope of eligibility for reimbursement, HUD may be able to fund a related activity associated with the completed project. HUD's CPF Grant Officers will work with you to determine if there are other elements of the CPF-referenced project that can be funded in keeping with the intent of Congress.

5. I have started construction on my project with non-HUD funds, but plan to use HUD funds for a portion of my project:

- a. Do I have to stop work on the project if the work was under contract prior to the date of enactment (December 29, 2022)?**

ANSWER:

- HUD is not directing grantees to stop construction work in instances where a construction contract was entered into prior to the date of enactment (December 29, 2022). In such cases, work funded by non-federal funds may proceed to the extent practical, and to the extent permitted in accordance with the previously executed contract. Grantees may not enter into additional construction contracts or make other choice-limiting commitments or actions, including commitments of HUD or additional non-HUD funds to the project after the date of enactment (December 29, 2022) without the completion of a satisfactory environmental review covering the aggregated scope of the project. An environmental review must be completed before HUD funds and new commitments of non-HUD funds can be used on a project.

- However, HUD does recommend that grantees stop work after the date of enactment (December 29, 2022), as a best practice. If any work conducted results in environmental harm that cannot be mitigated (e.g., damaging endangered species habitat, impacting a structure eligible for listing on the National Register of Historic Places), or precludes completion of federal consultation requirements, those project activities cannot be funded. For these reasons, continuing with work has risk of ineligibility for funding.

b. Do I have to stop work on a project if there isn't a contract in place?

ANSWER:

- If you are using your own workforce to do the work and can stop work – i.e., there is no preexisting legal obligation with another party to continue the construction activities – you must pause construction (where practical) until the environmental review is completed.

c. How is the environmental review conducted when the project is underway under an existing contract?

ANSWER:

- As of the date of enactment on December 29, 2022, federal compliance requirements apply to the project and HUD funds cannot be expended on work that results in environmental harm that cannot be mitigated. A satisfactory environmental review is necessary to determine the environmental impacts of the project.
- Existing contracts or commitments entered into and completed prior to the date of enactment (December 29, 2022) cannot be reimbursed and do not need to be included in the satisfactory environmental review.
- Contracts or commitments that were entered into prior to enactment, but consist of work that will continue after enactment, may proceed at their own risk, as a satisfactory environmental review is required for all activities taking place after receipt of the date of enactment (December 29, 2023). However, the project scope may require aggregation with previously undertaken project activities under HUD's aggregation regulations at 24 CFR 58.32.
- Analysis with the environmental laws and authorities must be conducted and determine that there hasn't been environmental harm that cannot be mitigated, and that consultation with federal/state agencies is conducted in a manner that allows for mitigation measures/conditions to be implemented.

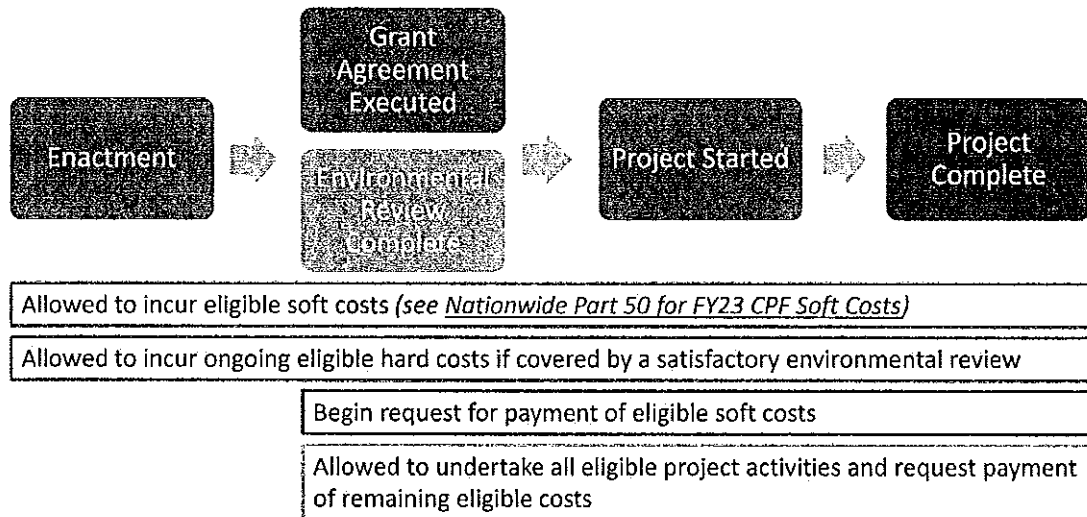
Note: If a satisfactory environmental review cannot be completed due to environmental harm, work with your Grant Officer and Regional Environmental Officer to determine next steps.

6. I have a completed environmental review, but I do not have an executed Grant Agreement. Can I start using HUD funds?

ANSWER:

- Soft costs covered by HUD’s programmatic review for CPF soft costs can be incurred any time after the date of enactment (December 29, 2022) and can be drawn down for reimbursement after the execution of the Grant Agreement.
- Eligible hard costs can be incurred after the date of enactment (December 29, 2022) and can be drawn down for reimbursement after the execution of the Grant Agreement and the completion of a satisfactory environmental review for the aggregated project.

Figure 1: FY2023 CPF Payment Request Process Flow



3.3.5 Resources

Applicable Appropriations Act:
[FY23 Consolidated Appropriations Act](#)

CPF Program Resources:
[CPF Landing Page](#)
[CPF Grant Officer Portfolio Assignments](#)

CPF Environmental Review Resources:
[HUD Environmental Contacts](#)

[Guidance for Documenting the Environmental Review Record for CPF Grants](#)
[Request for Release of Funds \(RROF\) Point-of-Contact for CPF Grants](#)
[Ask A Question \(AAQ\) Help Desk for CPF](#)
[Sample MOA between a Responsible Entity and CPF Non-profit Grantee](#)

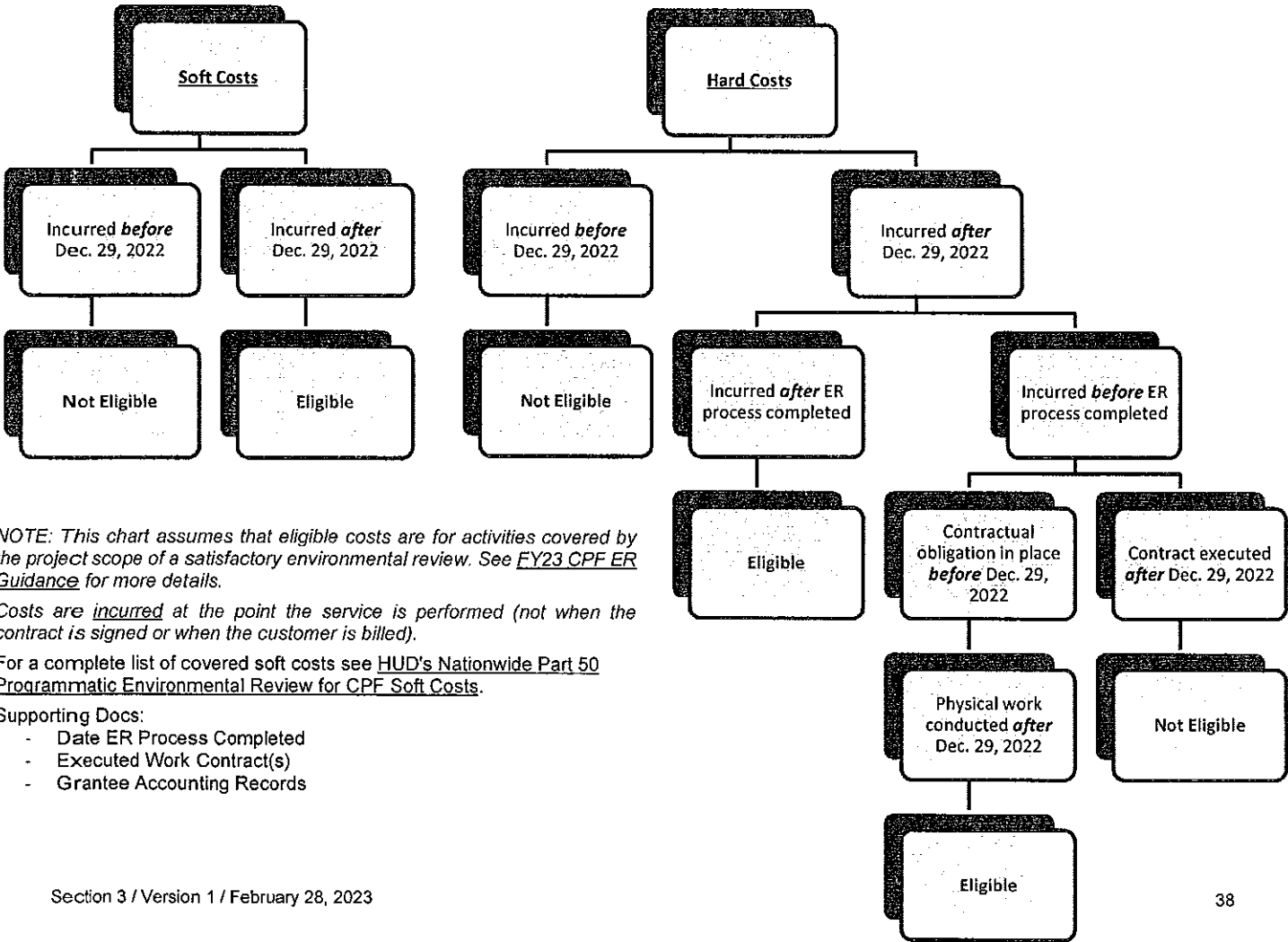
General Environmental Review Resources:
[24 CFR Part 58: Procedures for Entities Assuming HUD Environmental Responsibilities](#)

HEROS - HUD Environmental Review Online System
Environmental Review Training

HUD's Nationwide Part 50 Programmatic Environmental Review for CPF Soft Costs:

FY23 Part 50 CPF-Soft-Costs-Nationwide-Programmatic E

FY2023 CPF Payment Eligibility Chart



SECTION 4: CONTACT INFORMATION FOR GRANT OFFICERS AND REGIONAL ENVIRONMENTAL OFFICERS

Below is a link to the CPF Grants: Grant Officer Portfolio Assignments and Regional Environmental Officers contact information for your state.

<https://www.hud.gov/sites/dfiles/CPD/documents/Community-Project-Funding-Portfolio-Assignments.pdf>

SECTION 5: ATTACHMENTS

Attachment 1: Grant Agreement Submission Checklist

Attachment 2: Website Links to Key Forms and Form Instructions

Attachment 3: SF-1199A – Direct Deposit Sign-Up Form

Attachment 4: HUD-27056 Form - Change of Address Request

Attachment 5: Environmental Review Ask-A-Question (AAQ) Guide

Attachment 1: Grant Agreement Submission Checklist

To assist you with completing the required materials, please make sure that you have completed the following:

- ☐ The grantee has an active registration on the SAM.gov system.
- ☐ The legal name of the funding recipient in the SF-424's Block 8 is the same as the entity named in the JES.
- ☐ The amount of the requested grant is the same as the amount authorized in the JES.
- ☐ The SF-424 is complete, properly executed, and dated.
- ☐ The SF-424-B, if required, is properly executed and dated.
- ☐ The SF-424-D, if required, is properly executed and dated.
- ☐ The SF-LLL is complete, properly executed, and dated.
- ☐ The project narrative describes the ENTIRE project and indicates the specific activities that will be financed with CPF grant funds.
- ☐ The project budget is consistent with the requirements of the applicable appropriations act and cost principles in 2 CFR part 200.
- ☐ Indirect Cost Rate
 - Will you charge Indirect Costs to the Grant? ☐ Yes ☐ No
 - If yes, are you opting for following:
 - De Minimis Rate (10% of MTDC)
 - Federally Negotiated Indirect Cost Rate Agreement:
 - Approving Agency: _____
 - Approved Rate and Base: _____
 - Is Appendix 3 of the Grant Agreement filled out as appropriate?

Attachment 2: Website Links to Key Forms and Form Instructions

Below are website links to key forms and form instructions for your FY2023 CPF Grant.

- **Form HUD-1044, Assistance Award/Amendment Form**
 - <https://www.hud.gov/sites/documents/1044.pdf>
- **Standard Form, Application for Federal Assistance SF-424**
 - <https://www.hudexchange.info/resource/306/hud-form-sf424/>
 - Form: https://apply07.grants.gov/apply/forms/sample/SF424_4_0-V4.0.pdf
 - Instructions: https://apply07.grants.gov/apply/forms/instructions/SF424_4_0-V4.0-Instructions.pdf
- **Standard Form 424B, Assurances - Non-Construction Programs**
 - <https://www.grants.gov/forms/sf-424-family.html>
 - Form: <https://apply07.grants.gov/apply/forms/sample/SF424B-V1.1.pdf>
 - Instructions: <https://apply07.grants.gov/apply/forms/instructions/SF424B-V1.1-Instructions.pdf>
- **Standard Form 424D, Assurances for Construction Programs**
 - <https://www.grants.gov/forms/sf-424-family.html>
 - Form: <https://apply07.grants.gov/apply/forms/sample/SF424D-V1.1.pdf>
 - Instructions: <https://apply07.grants.gov/apply/forms/instructions/SF424D-V1.1-Instructions.pdf>
- **SFLL Disclosure of Lobbying Activities (as applicable)**
 - <https://www.hudexchange.info/resource/308/hud-form-sflll/>
- **SF 1199A Direct Deposit Sign Up Form (Also see Attachment 3)**
 - https://www.hud.gov/sites/documents/DOC_8841.PDF

Attachment 3: SF-1199A – Direct Deposit Sign-Up Form

https://www.hud.gov/program_offices/cfo/finsys/eLOCCS_Access/finset_dd

Standard Form 1199A
(Rev. February 2020)
Prescribed by Treasury Department
Treasury Dept. Cir. 1978

OMB No. 1530-0006

DIRECT DEPOSIT SIGN-UP FORM

DIRECTIONS

- To sign up for Direct Deposit, the payee is to read the back of this form and fill in the information requested in Sections 1 and 2. Then take or mail this form to the financial institution. The financial institution will verify the information in Sections 1 and 2, and will complete Section 3. The completed form will be returned to the Government agency identified below.
- A separate form must be completed for each type of payment to be sent by Direct Deposit.
- The claim number and type of payment are printed on Government checks. (See the sample check on the back of this form.) This information is also stated on beneficiary/annuitant award letters and other documents from the Government agency.
- Payees must keep the Government agency informed of any address changes in order to receive important information about benefits and to remain qualified for payments.

SECTION 1 (TO BE COMPLETED BY PAYEE)

A NAME OF PAYEE (last, first, middle initial)		D TYPE OF DEPOSITOR ACCOUNT <input type="checkbox"/> CHECKING <input type="checkbox"/> SAVINGS	
ADDRESS (street, route, P.O. Box, APO/FPO)		E DEPOSITOR ACCOUNT NUMBER	
CITY	STATE	ZIP CODE	
TELEPHONE NUMBER AREA CODE		F TYPE OF PAYMENT (Check only one)	
B NAME OF PERSON(S) ENTITLED TO PAYMENT		<input type="checkbox"/> Social Security <input type="checkbox"/> Fed. Salary/Mil. Civilian Pay <input type="checkbox"/> Supplemental Security Income <input type="checkbox"/> Mil. Active <input type="checkbox"/> Railroad Retirement <input type="checkbox"/> Mil. Retiree <input type="checkbox"/> Civil Service Retirement (OPM) <input type="checkbox"/> Mil. Survivor <input type="checkbox"/> VA Compensation or Pension <input type="checkbox"/> Other (specify)	
C CLAIM OR PAYROLL ID NUMBER		G THIS BOX FOR ALLOTMENT OF PAYMENT ONLY (if applicable)	
Prefix Suffix		TYPE	AMOUNT
PAYEE/JOINT PAYEE CERTIFICATION		JOINT ACCOUNT HOLDERS' CERTIFICATION	
I certify that I am entitled to the payment identified above, and that I have read and understood the back of this form. In signing this form, I authorize my payment to be sent to the financial institution named below to be deposited to the designated account.		I certify that I have read and understood the back of this form, including the SPECIAL NOTICE TO JOINT ACCOUNT HOLDERS.	
SIGNATURE	DATE	SIGNATURE	DATE
SIGNATURE	DATE	SIGNATURE	DATE

SECTION 2 (TO BE COMPLETED BY PAYEE OR FINANCIAL INSTITUTION)

GOVERNMENT AGENCY NAME	GOVERNMENT AGENCY ADDRESS
------------------------	---------------------------

SECTION 3 (TO BE COMPLETED BY FINANCIAL INSTITUTION)

NAME AND ADDRESS OF FINANCIAL INSTITUTION	ROUTING NUMBER	CHECK DIGIT
	DEPOSITOR ACCOUNT TITLE	
FINANCIAL INSTITUTION CERTIFICATION		
I confirm the identity of the above-named payee(s) and the account number and title. As representative of the above-named financial institution, I certify that the financial institution agrees to receive and deposit the payment identified above in accordance with 31 CFR Parts 240, 209, and 210.		
PRINT OR TYPE REPRESENTATIVE'S NAME	SIGNATURE OF REPRESENTATIVE	TELEPHONE NUMBER DATE

Financial institutions should refer to the GREEN BOOK for further instructions.
THE FINANCIAL INSTITUTION SHOULD MAIL THE COMPLETED FORM TO THE GOVERNMENT AGENCY IDENTIFIED ABOVE

Reset

GOVERNMENT AGENCY COPY

1199-207

Attachment 4: HUD-27056 Form - Change of Address Request<https://www.hud.gov/sites/documents/27056.PDF>**Change of Address Request
for Recipients of HUD Grants
or Contracts****U.S. Department of Housing
and Urban Development**
Office of the Chief Human Capital Officer

Instructions: This form is to be completed by recipients of HUD Grants or Contracts when their address changes. Please note the maximum characters per area. Characters in excess of the maximum will be truncated. The recipient shall submit this request to the appropriate Field/Program Office for approval. Once approved, the Field/Program Office will forward the request to Accounting for processing. After being processed, the U.S. Department of Housing and Urban Development will send all future correspondence to the new address.

Recipient's Tax Identification Number (9 characters)		Effective Date of Address Change	
Current Information	Recipient's Name (33 characters max.)		
	Address (53 characters per line max.)		
	City (22 characters max.)	State (2 chars.)	Zip Code (5 or 9 characters)
	Contact Name		Phone Number (include area code)
Enter the Requested Changes	Recipient's Name (33 characters max.)		
	Address (53 characters per line max.)		
	City (22 characters max.)	State (2 chars.)	Zip Code (5 or 9 characters)
	Contact Name		Phone Number (include area code)
	Name and Signature of the Recipient Official Authorized to sign the Grant Agreement / Contract		
	X		
Approval (only necessary on requests for a recipient name change)	Name and Signature of the HUD Program Official Authorized to sign the Grant Agreement / Contract		
	X		

Attachment 5: Environmental Review Ask-A-Question (AAQ) Guide

We are excited to announce that the Ask-A-Question tool on HUD Exchange has been expanded to provide technical assistance for Community Project Funding (CPF). You can access the website by going to <https://www.hudexchange.info/program-support/my-question/>.

The first step in submitting a question is to fill in the Personal Information fields. All the fields are required.

Step 1 of 2  

Personal Information* Required fields

*First Name

*Last Name

*State

Select ▼

*City/Town

*County

Select ▼

*Phone Number

Format: xxx-xxx-xxxx x____ (Extension Optional)

*Email Address

*Confirm Email

Once you have entered your personal information, please select I am a... "HUD Grantee." If your organization or community is listed, please select the correct grantee name.

*I am a

HUD Grantee ▼

*Which Grantee are you?

Select ▼



If you do not find your entity's name, select "Other – Please Specify" in the I am box and you will be able to provide the entity name in the Other box.

*I am a

Other - Please Specify ▼

*Other



Once you have identified yourself, select the button for Step 2.

You will be taken to Step 2 of 2 after a prompt to review your personal information. Please select "CPF: Community Project Fund" in the My question is related to... box. Then add a subject line, enter your question, and upload any applicable documents. Submit your question.

PAPERWORK REDUCTION ACT

Economic Development, Community Project Funding/Congressionally Directed Spending
U.S. Department of Housing and Urban Development
OMB Approval No 2506-0217

Public Reporting Burden for this collection of information is estimated to average 2 hours per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of information. Response to this collection of information is mandatory to obtain a benefit. The information requested does not lend itself to confidentiality. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number.

U.S. Department of Transportation

Office of the Assistant Secretary for Research and Technology
(OST-R)

Grant Amount

Stage 1 - Up to \$2,000,000

Stage 2 – Up to \$15,000,000

Grantee

Town of Eatonville

Project Name

Strengthening Mobility and Revolutionizing Transportation (SMART)

Project Scope

The purpose of the SMART Grants Program is to conduct demonstration projects focused on advanced smart city or community technologies and systems in a variety of communities to improve transportation efficiency and safety. The program funds projects that are focused on using technology interventions to solve real-world challenges.

Grant Status

Application will be submitted by the October 10th deadline.

SMART Grants Notice of Funding Opportunity

AGENCY: Office of the Assistant Secretary for Research and Technology (OST-R), U.S. Department of Transportation (USDOT or the Department)

ACTION: Notice of Funding Opportunity (NOFO), Assistance Listing (formerly CFDA) #20.941

SUMMARY: The purpose of this notice is to solicit applications for Strengthening Mobility and Revolutionizing Transportation (SMART) Stage 1 Planning and Prototyping grants. Funds for the fiscal year (FY) 2023 SMART Grants Program are to be awarded on a competitive basis to conduct demonstration projects focused on advanced smart city or community technologies and systems to improve transportation efficiency and safety.

DATES: Applications must be submitted by 5:00 PM ET on Tuesday, October 10, 2023. Late applications will not be accepted.

ADDRESSES: Applications must be submitted via Valid Eval, an online submission proposal system used by USDOT, at https://usg.valideval.com/teams/USDOT_SMART_2023/signup. USDOT will not accept or review application materials submitted via Grants.gov.

FOR FURTHER INFORMATION: Please contact SMART Grants Program staff via email at smart@dot.gov or call Roxanne Ledesma at 202-774-8003. A telecommunications device for the deaf (TDD) is available at 202-366-3993. In addition, USDOT may post answers to questions and requests for clarifications, as well as schedule information regarding webinars providing additional guidance, on the SMART Grants website at <https://www.transportation.gov/grants/SMART>. The deadline to submit technical questions is 5:00PM ET on Friday, September 29, 2023.

SUPPLEMENTARY INFORMATION: Each section of this notice contains information and instructions relevant to the application process for SMART grants.

The FY 2023 NOFO incorporates lessons learned from the FY 2022 NOFO. It substantively differs in a few ways, as listed below.

- Section A.2 adds an anticipated minimum award size of \$250,000.
- Section C.1 clarifies the definition of a collaborative application.
- Section D.2 provides further detail on what should be included in the Brief Project Description section of the Key Information Questions (Question #10).
- Section D.2 asks applicants to provide details on workforce impacts (Question #24).
- Section D.2 asks applicants to identify the project’s anticipated Stage 1 and Stage 2 National Environmental Policy Act (NEPA) requirements (Questions #25 and #26).
- Section D.2 provides additional guidance on the required Budget Narrative, including a page limit.

- Section D.2 adds a Project Location File requirement as Appendix IV.
- Section E.1 adds required information about performance metrics to Technical Merit Criterion #3 and Project Readiness Criterion #1.
- Section F.2 further describes expected Build America, Buy America requirements for applicants that are awarded funding.

This list of changes is not exhaustive. All applicants should read this notice in its entirety so that they have the information needed to submit eligible and competitive applications. All applications must be submitted on Valid Eval. USDOT will not review or accept any application materials submitted on Grants.gov.

Section	Content	Page #
A	Program Description	3
B	Federal Award Information	7
C	Eligibility Information	9
D	Application and Submission Information	14
E	Application Review Information	25
F	Federal Award Administration Information	30
G	Federal Awarding Agency Contacts	36
H	Other Information	36

A. Program Description

1. Overview

Section 25005 of the Infrastructure Investment and Jobs Act (Pub. L. 117–58, November 15, 2021; also referred to as the “Bipartisan Infrastructure Law” or “BIL”) authorized and appropriated \$100 million to the Department of Transportation (USDOT) for FY 2023 for the SMART Grants Program. This NOFO solicits applications for activities to be funded under the SMART Grants Program. The FY 2023 funding will be implemented, as appropriate and consistent with law, in alignment with the priorities in Executive Order 14052, Implementation of the Infrastructure Investment and Jobs Act (86 FR 64355).¹

The purpose of the SMART Grants Program is to conduct demonstration projects focused on advanced smart city or community technologies and systems in a variety of communities to improve transportation efficiency and safety. The program funds projects that are focused on using technology interventions to solve real-world challenges and build data and technology capacity and expertise in the public sector.²

2. Program Structure

The SMART Grants Program includes two stages: *Stage 1 Planning and Prototyping Grants (Stage 1 grants)* and *Stage 2 Implementation Grants (Stage 2 grants)*. The program structure is based on a belief that planning, prototyping, and partnership are critical to advancing the state of the practice for data and technology projects in the public sector. USDOT anticipates that only recipients of Stage 1 Planning and Prototyping Grants will be eligible for Stage 2 Implementation Grants. USDOT anticipates funding projects of up to \$2,000,000 per project for Stage 1 and up to \$15,000,000 per project for Stage 2. The anticipated minimum award size is \$250,000 for Stage 1; USDOT reserves the right to alter the minimum award amount depending on the quantity and quality of applications.

Stage 1 recipients should build internal buy-in and partnerships with stakeholders to refine and prototype their concepts as well as to report on results. Stakeholders can include public, private, academic, and nonprofit organizations; organized labor and workforce organizations; and community organizations and networks.³ At the conclusion of Stage 1, recipients should have the information needed to either create a fully realized implementation plan with robust performance metrics; or to make an informed decision not to proceed with the concept. Stage 1 results may uncover previously unknown institutional barriers, technical limitations, or poor performance relative to conventional solutions. The SMART Grants Program expects to document lessons learned from Stage 1 projects, knowing that these findings will be broadly beneficial to the transportation sector.

Stage 2 implementation projects should result in a scaled-up demonstration of the concept, integrating it with the existing transportation system and refining the concept such that it could be replicated by

¹ The priorities of Executive Order 14052, “Implementation of the Infrastructure Investments and Jobs Act” are as follows: to invest efficiently and equitably, promote the competitiveness of the U.S. economy, improve job opportunities by focusing on high labor standards and equal employment opportunity, strengthen infrastructure resilience to hazards including climate change, and to effectively coordinate with State, local, Tribal, and territorial government partners. <https://www.federalregister.gov/documents/2021/11/18/2021-25286/implementation-of-the-infrastructure-investment-and-jobs-act>

² For more information and illustrative use cases, please see www.transportation.gov/SMART.

³ Recipients must comply with 2 CFR 200 Subpart D regarding procurement standards (200.317 through .327).

others. If demonstration at scale identifies critical challenges, gaps, or negative impacts, they should be clearly stated and documented so that other communities that take on similar projects may learn from them and adapt.

This NOFO solicits applications for Stage 1 grants only. USDOT anticipates that separate SMART Grants Program NOFOs will solicit applications for Stage 2 grants in calendar year 2024 as well as for additional Stage 1 grants in calendar year 2024.

3. Departmental Priorities

The *FY 2022-2026 U.S. Department of Transportation Strategic Plan* establishes USDOT's strategic goals: safety, economic strength and global competitiveness, equity, climate and sustainability, transformation, and organizational excellence.⁴ The USDOT Innovation Principles guide Departmental actions related to innovation generally as well as the transformation strategic goal.⁵ Applicants are encouraged to review the Innovation Principles, along with other resources accessible on the SMART Grants website⁶ and to incorporate them into the design of applications for the SMART Grants Program.

Departmental priorities for the SMART Grants Program include the following:

- **Safety:** The Department is committed to advancing safe, efficient transportation, including in the SMART Grants Program. The National Roadway Safety Strategy (NRSS), issued January 27, 2022, commits the Department to respond to the current crisis in roadway fatalities by 'taking substantial, comprehensive action to significantly reduce serious and fatal injuries on the Nation's roadways,' in pursuit of the goal of achieving zero roadway deaths through a Safe System Approach.
- **Climate Change and Sustainability:** The Department seeks to fund projects under the SMART Grants Program that reduce greenhouse gas emissions in the transportation sector, incorporate evidence-based climate resilience measures and features, reduce the lifecycle greenhouse gas emissions from the project materials, and avoid adverse environmental impacts to air or water quality, wetlands, and endangered species, and address the disproportionate negative environmental impacts of transportation on disadvantaged communities, consistent with Executive Orders 14008 and 14057, Tackling the Climate Crisis at Home and Abroad (86 FR 7619).
- **Equity and the Justice40 Initiative:** The Department seeks to award projects under the SMART Grants Program that will create proportional impacts to all populations in a project area, remove transportation-related disparities to all populations in a project area, and increase equitable access to project benefits, consistent with Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities Through the Federal Government (86 FR 7009), and Executive Order 14091, Further Advancing Racial Equity and Support for Underserved Communities Through the Federal Government (88 FR 10825). The Department also seeks to

⁴ See: FY 2022-26 USDOT Strategic Plan (<https://www.transportation.gov/dot-strategic-plan>), page 6. Last updated April 7, 2022.

⁵ See: USDOT Innovation Principles (<https://www.transportation.gov/priorities/innovation/us-dot-innovation-principles>). Released January 6, 2022; last updated July 14, 2022.

⁶ Other resources can be found at www.transportation.gov/SMART and include the USDOT Strategic Plan, the USDOT Equity Action Plan, and the National Roadway Safety Strategy.

award projects that address equity and environmental justice, particularly for communities that have experienced decades of underinvestment and are most impacted by climate change, pollution, and environmental hazards, consistent with Executive Order 14008, Tackling the Climate Crisis at Home and Abroad (86 FR 7619), and Executive Order 14096, Revitalizing Our Nation’s Commitment to Environmental Justice for All (88 FR 25251). The SMART Grants Program will seek to advance the Biden-Harris Administration’s Justice40 Initiative. Established by Executive Order 14008, the Justice40 Initiative has made it the goal that 40 percent of the overall benefits of certain federal investments, such as climate, clean energy, and other areas, flow to disadvantaged communities that are marginalized and overburdened by pollution and underinvestment.

- **Workforce Development, Job Quality, and Wealth Creation:** The Department intends to use the SMART Grants program to support the creation of good-paying jobs with the free and fair choice to join a union and the incorporation of strong labor standards and training and placement programs, especially registered apprenticeships, in project planning stages, consistent with Executive Order 14025, Worker Organizing and Empowerment (86 FR 22829), and Executive Order 14052, Implementation of the Infrastructure Investment and Jobs Act (86 FR 64335). The Department also intends to use the SMART Grants program to support wealth creation, consistent with the Department’s Equity Action Plan through the inclusion of Local inclusive economic development and entrepreneurship such as the utilization of Disadvantaged Business Enterprises, Minority-owned Businesses, Women-owned Businesses, or 8(a) firms.

4. SMART Grants Program Priorities

As established in BIL, projects funded by the SMART Grants Program use advanced data, technology, and applications to provide significant benefits to a local area, a State, a region, or the United States. These benefits are identified in BIL and align to the following categories:

- **Safety and reliability:** Improve the safety of systems for pedestrians, bicyclists, and the broader traveling public. Improve emergency response.
- **Resiliency:** Increase the reliability and resiliency of the transportation system, including cybersecurity and resiliency and adaptation to climate change effects.
- **Equity and access:** Connect or expand access for underserved or disadvantaged populations. Improve access to jobs, education, and essential services.
- **Climate:** Reduce congestion and/or air pollution, including greenhouse gas emissions. Improve energy efficiency.
- **Partnerships:** Contribute to economic competitiveness and incentivize private sector investments or partnerships, including technical and financial commitments on the proposed solution. Demonstrate committed leadership and capacity from the applicant, partners, and community.
- **Integration:** Improve integration of systems and promote connectivity of infrastructure, connected vehicles, pedestrians, bicyclists, and the broader traveling public.

The Department will prioritize SMART Grant funding applications that demonstrate the following characteristics, as identified in BIL:

- **Fit, scale, and adoption:** Right-size the proposed solution to population density and demographics, the physical attributes of the community and transportation system, and the transportation needs of the community. Confirm technologies are capable of being integrated with existing transportation systems, including transit. Leverage technologies in repeatable ways that can be scaled and adopted by communities.
- **Data sharing, cybersecurity, and privacy:** Promote public and private sharing of data and best practices and the use of open platforms, open data formats, technology-neutral requirements, and interoperability. Promote industry best practices regarding cybersecurity and technology standards. Safeguard individual privacy.
- **Workforce development:** Promote a skilled and inclusive workforce.
- **Measurement and validation:** Allow for the measurement and validation of the cost savings and performance improvements associated with the installation and use of smart city or community technologies and practices.

To accomplish these objectives, the SMART Grants Program will fund projects that focus on using technology interventions to solve real-world challenges facing communities.

The SMART Grants Program will focus on building data and technology capacity and expertise for State, local, and Tribal governments. Technology investment is most beneficial when tailored to the needs of the community. The SMART Grants Program recognizes that many public sector agencies are challenged to find the resources and personnel to engage with new technologies; this is reflected in the program design, which builds in the time and support needed for projects to succeed. The SMART Grants Program will support and grow a strong, diverse, and local workforce.

Note that the SMART Grants Program is a demonstration program. Proposals seeking funding for systems and technologies that are already well-established and broadly adopted will be less competitive. For more information about less competitive applications received for the FY 2022 Notice of Funding Opportunity, please attend the August 17, 2023 SMART “How to Apply” webinar, or watch the subsequent recording posted on www.transportation.gov/grants/smart/webinars.

Successful projects will seek to build sustainable partnerships across sectors and levels of government as well as collaborate with industry, academia, nonprofits, and other traditional and non-traditional partners. Successful projects will also support the creation of good-paying jobs with the free and fair choice to join a union.

See Section E.1. for more detail on merit criteria that implement the priorities outlined above.

B. Federal Award Information

1. Total Funding Available

The Bipartisan Infrastructure Law (BIL) established the SMART Grants Program with \$500,000,000 in advanced appropriations, including \$100,000,000 for FY 2023. This Notice makes available up to approximately \$50,000,000 for FY 2023 Stage 1 grants under the SMART Grants Program. USDOT anticipates approximately \$50,000,000 in FY 2023 funding will be awarded for Stage 2 projects in a future Notice of Funding Opportunity to be issued in calendar year 2024. USDOT anticipates using up to 2 percent of funding for administrative costs. Refer to Section D for greater detail on additional funding considerations and Section D.5 for funding restrictions.

2. Availability of Funds

Grant funding obligation occurs when a selected applicant and USDOT enter into a written grant agreement after the applicant has satisfied applicable administrative requirements. Any costs incurred prior to USDOT’s obligation of funds for activities (“pre-award costs”) are ineligible for reimbursement. SMART Grant funds are available during the period of performance of the project. USDOT retains the right to prioritize projects for selection that are most likely to achieve an efficient timeline and be completed within the expected period of performance (18 months).

3. Award Size and Anticipated Quantity

USDOT expects to award up to 30 Stage 1 grants of up to \$2,000,000 per award. There is an anticipated minimum award size of \$250,000. The Department reserves the right to make more, or fewer, awards. USDOT also reserves the discretion to alter minimum and maximum award sizes upon receiving the full pool of applications and assessing the needs of the program in relation to the priorities in Section A.3 and A.4. Moreover, USDOT reserves the right not to award the full funding amount requested by an applicant.

4. Start Dates and Period of Performance

USDOT expects to obligate SMART award funding via a signed grant agreement between the Department and the recipient as flexibly and expeditiously as possible. USDOT expects that recipients will be ready for a signed grant agreement no later than six (6) months after the announcement of awards, and recipients must fully liquidate grant funds by the end of the project’s period of performance. If a recipient is unable to meet either of these deadlines, USDOT may deobligate and/or reallocate any such funds. The expected period of performance for Stage 1 SMART grant agreements is up to 18 months.

5. Data Collection Requirements

i. Data Management

To fulfill the reporting requirements and in accordance with the [Public Access Plan](#), award recipients must consider, budget for, and implement appropriate data management for data and corresponding outputs acquired or generated during the grant. Applicants are expected to account for data and performance reporting in their budget submission. Requirements include a project:

- Providing at a minimum the data and corresponding outputs to: (1) reproduce significant results (whether positive or negative); (2) measure the outcomes or objectives of the project, as well as the NOFO; and, (3) add potential value to future deployments or research and to support evidence-based policy or actions;
- Defaulting to open access when appropriate (exceptions include protecting personally identifiable information [PII], Indigenous data sovereignty (<https://www.gida-global.org/care>), and confidential business information [CBI]);
- Protecting PII, intellectual property rights, and CBI;
- Utilizing, when possible, open licenses and protecting USDOT's non-exclusive copyright to data and corresponding outputs (<https://doi.org/10.21949/1520564>);
- Making the source code or tools necessary to analyze the data available to the public, if relevant;
- Developing a data management plan, providing relevant metadata (in a DCAT-US <https://resources.data.gov/resources/dcat-us/> file, and, optionally, a discipline-appropriate metadata standard file), and data documentation (README.txt files, data dictionaries, code books, supporting files, imputation tables, etc.); and
- Where applicable, considering contributing data to voluntary resources such as NHTSA's AV TEST Initiative.

Projects should implement data management best practices including, but not limited to, implementation of published data specifications and standards (formal and informal); increasing data discoverability and data sharing; posting data in a timely fashion on publicly accessible resources; and enabling interaction of systems, interoperability, and integration of data systems.

C. Eligibility Information

1. Eligible Applicants

Eligible applicants for the SMART Grants Program include:

- A. a State⁷;
- B. a political subdivision of a State⁸;
- C. a federally recognized Tribal government;
- D. a public transit agency or authority;
- E. a public toll authority;
- F. a metropolitan planning organization; or
- G. a group of two or more eligible entities listed above in Section C.1 applying through a single lead applicant (Group Application).

Collaborative Applications

Eligible entities may choose to collaborate **across different regions or geographies on similar projects** that are **submitted in separate applications by each eligible applicant**. This type of application is separate from a “Group Application,” which is listed above as eligible applicant type “G”. Collaborative projects may address similar problems and with similar technologies or potentially share common resources such as partnerships with industry, nonprofits, academic institutions, or community foundations. If these entities choose not to apply as a group with a single lead applicant, each applicant should identify their application as part of a collaborative application. There will be an option to indicate this when submitting the application in Valid Eval.

- Each organization in a collaborative application must submit an individual application.
- Each individual application in a collaborative application will be evaluated on its own merits and USDOT reserves the right to fund all, some, or none of the associated applications, with the same anticipated funding (i.e., up to \$2,000,000 per individual award).
- Collaborative applications can include any type of eligible applicant.

2. Cost Sharing or Matching

Cost sharing or matching is not required for Stage I: Planning and Prototyping.

3. Eligible Activities

The SMART Grants Program funds multiple technology areas, as listed below. Projects *must* demonstrate at least one technology area and *may* demonstrate more than one technology area. USDOT will evaluate each application on its merits, and there is no expectation that applications demonstrate more than one technology area.

⁷ U.S. territories are eligible applicants.

⁸ For the purposes of the SMART Grants Program Notice of Funding Opportunity, a political subdivision of a State is defined as a unit of government created under the authority of State law. This includes cities, towns, counties, special districts, and similar units of local government, such as public port or airport authorities, if created under State law.

As stated in BIL Section 25005 (e)(1), the following technology areas are eligible projects under SMART.

Technology Area	Definition
Coordinated Automation	Use of automated transportation and autonomous vehicles while working to minimize the impact on the accessibility of any other user group or mode of travel.
Connected Vehicles	Vehicles that send and receive information regarding vehicle movements in the network and use vehicle-to-vehicle and vehicle-to-everything communications to provide advanced and reliable connectivity.
Intelligent, Sensor-Based Infrastructure	Deployment and use of a collective intelligent infrastructure that allows sensors to collect and report real-time data to inform everyday transportation-related operations and performance.
Systems Integration	Integration of intelligent transportation systems with other existing systems and other advanced transportation technologies.
Commerce Delivery and Logistics	Innovative data and technological solutions supporting efficient goods movement, such as connected vehicle probe data, road weather data, or global positioning data to improve on-time pickup and delivery, improved travel time reliability, reduced fuel consumption and emissions, and reduced labor and vehicle maintenance costs.
Leveraging Use of Innovative Aviation Technology	Leveraging the use of innovative aviation technologies, such as unmanned aircraft systems, to support transportation safety and efficiencies, including traffic monitoring and infrastructure inspection.
Smart Grid	Developing a programmable and efficient energy transmission and distribution system to support the adoption or expansion of energy capture, electric vehicle deployment, or freight or commercial fleet fuel efficiency.
Smart Technology Traffic Signals	Improving the active management and functioning of traffic signals, including through: <ul style="list-style-type: none"> • Use of automated traffic signal performance measures; • Implementing strategies, activities, and projects that support active management of traffic signal operations, including through optimization of corridor timing; improved vehicle, pedestrian, and bicycle detection at traffic signals; or the use of connected vehicle technologies; • Replacement of outdated traffic signals; or • For an eligible applicant serving a population of less than 500,000, paying the costs of temporary staffing hours dedicated to updating traffic signal technology.

Projects must comply with relevant Federal, state, and local laws and regulations to be eligible. These vary by technology area, and it is the responsibility of the applicant to understand the requirements for their application. This section briefly discusses a few notable examples and is not comprehensive.

Innovative aviation projects must show understanding and awareness of, and comply with, all FAA, NHTSA, and other Federal, state, and local regulations relevant to the technologies and usages thereof. For instance, in the case of innovative aviation projects involving small, unmanned aircraft systems (UAS), applicants are responsible for complying with regulations which may include, and are not limited to the following, as necessary to achieve desired outcomes:⁹

- 14 CFR Part 91 General Operating and Flight Rules¹⁰
- 14 CFR Part 107 small UAS rule; Small UAS¹¹
- UAS Operations over People rule; Operations Over People General Overview¹²
- UAS Remote identification rule; UAS Remote Identification Overview¹³

Proponents of innovative aviation projects are also responsible for using U.S. government tools and resources which may include, and are not limited to the following, as necessary to fulfill requirements to operate technologies and achieve desired outcomes:

- FAA DroneZone, used to register UAS¹⁴
- FAA Low Altitude Authorization and Notification Capability (LAANC), used to obtain airspace authorization to fly in controlled airspace¹⁵
- Part 107 Waiver Resources,¹⁶ used to enable more complex UAS operations¹⁷

Projects that use communications technologies must either 1) use Vehicle-to-Everything (V2X) services that utilize Cellular Vehicle-to-Everything (C-V2X) based technology designed to operate within the 30 MHz of spectrum (5.895-5.925 GHz) that are consistent with the rules established in waivers associated with Federal Communications Commission (FCC) ET Docket No. 19-138 and future Report and Orders effective at the time when the Department selects projects for funding under the FY 2023 SMART Grants Program, or 2) leverage other communications technologies that can support V2X services and operate in spectrum outside of the 5.895-5.925 GHz range. USDOT will evaluate FY 2023 Stage 1 proposals according to this language.

Projects that involve equipping or retrofitting motor vehicles with additional technologies are only eligible if the vehicles are publicly owned, leased or used in a contracted service; equipping privately owned and operated vehicles outside of a leased or contracted service is not an eligible activity. Projects

⁹ Other terminologies exist, using the FAA terminology “unmanned aircraft systems” for simplicity;

¹⁰ 14 CFR Part 91 <https://www.ecfr.gov/current/title-14/chapter-I/subchapter-F/part-91>.

¹¹ 14 CFR Part 107 <https://www.ecfr.gov/current/title-14/chapter-I/subchapter-F/part-107>

¹² FAA Operations Over People General Overview

https://www.faa.gov/uas/commercial_operators/operations_over_people, Last updated November 10, 2022.

¹³ FAA Final Rule on Remote ID <https://www.faa.gov/newsroom/remoteid-final-rule>. Last updated April 21, 2021.

¹⁴ FAA DroneZone; <https://faadronezone.faa.gov/>.

¹⁵ FAA UAS Data Exchange (LAANC); https://www.faa.gov/uas/programs_partnerships/data_exchange.

¹⁶ Part 107 Waiver resources; https://www.faa.gov/uas/commercial_operators/part_107_waivers.

¹⁷ For additional questions or information, please contact the FAA UAS Support Center at https://www.faa.gov/uas/contact_us.

involving motor vehicles must involve only vehicles that comply with all applicable Federal Motor Vehicle Safety Standards (FMVSSs) and Federal Motor Carrier Safety Regulations (FMCSRs), or vehicles that are exempt from the requirements in a manner that allows for the legal acquisition and operation of the vehicles in the proposed project.

For all technology areas, if an exemption, waiver, permit, or other special permission is required in order to conduct the proposed project, it will strengthen a Stage 1 application if the applicant can affirm that it has already received such permission. If the project is selected for award, the lack of a required exemption, waiver, permit, or special permission may impact the Department's funding timeline or result in special conditions in the grant agreement. For future rounds of SMART that include Stage 2 applications, Stage 2 applicants will be required to obtain all necessary exemptions, waivers, permits, or special permissions before submitting an application and provide such affirmation. The selection of a project to receive a SMART grant is not a determination of the merit of any waiver or exemption.

4. Eligible Costs

Broadly, eligible activity costs must comply with the cost principles set forth in 2 CFR Part 200, Subpart E (i.e., 2 CFR § 200.403 and § 200.405). USDOT reserves the right to make cost eligibility determinations on a case-by-case basis. Eligible development and construction activities for grant funding are the following:

- planning;
- feasibility analyses;
- revenue forecasting;
- environmental review;
- permitting;
- preliminary engineering and design work;
- systems development or information technology work;
- acquisition of real property (including land and improvements to land relating to an eligible project);
- construction;
- reconstruction;
- rehabilitation;
- replacement;
- environmental mitigation;
- construction contingencies; and
- acquisition of equipment, including vehicles.

The following are not eligible costs for SMART Grants Program funding:

- reimbursement of any pre-award costs or application preparation costs of the SMART grant application;
- traffic or parking enforcement activity; or
- purchase or lease of a license plate reader.

If a component of the project is explicitly intended to support current or future traffic or parking enforcement activities, it is not an eligible cost for the SMART Grants Program and cannot be included in an eligible proposal.

Federal funds may not be used to support or oppose union organizing, whether directly or as an offset for other funds.

For grant recipients receiving an award, project evaluation costs are allowable costs (either as direct or indirect), and such costs may include the personnel and equipment needed for data infrastructure and expertise in data analysis, performance, and evaluation (2 CFR Part 200). For more information on required reporting, see Section F.3. Recipients may not use more than 3 percent of the amount of a SMART grant for each fiscal year to achieve compliance with applicable planning and reporting requirements.

D. Application and Submission Information

1. Address to Request Application Package

All grant application materials can be accessed at grants.gov under the Notice of Funding Opportunity Number DOT-SMART-FY23-01. However, **applications should not be submitted on Grants.gov**, and USDOT will not review any applications submitted via Grants.gov. **Applicants must submit their applications via Valid Eval at [https://usg.valideval.com/teams/USDOT SMART 2023/signup](https://usg.valideval.com/teams/USDOT_SMART_2023/signup)**. Potential applicants may also request paper copies of materials at:

Telephone: 202-774-8003

Mail: U.S. Department of Transportation
1200 New Jersey Avenue SE
E37-303
Washington, DC 20590

2. Content and Form of Application Submission

The application must include the following: Standard Forms (SF); Key Information Questions; and Project Narrative, including the required Appendices. This information must be submitted via Valid Eval at [https://usg.valideval.com/teams/USDOT SMART 2023/signup](https://usg.valideval.com/teams/USDOT_SMART_2023/signup). More detailed information about each application material is provided below. Nothing should be submitted on Grants.gov, and USDOT will not review any applications submitted via Grants.gov.

- i. **Standard Forms:** All applicants must submit the following Standard Forms: Application for Federal Assistance (SF-424), Budget Information for Non-Construction Programs (SF-424A), and the Certification Regarding Lobbying form. If applicable, applicants should also complete the Disclosure of Lobbying Activities (SF-LLL). These forms can be found on the Valid Eval application page.

Regarding signatures, we ask that authorized representatives either:
 - 1. Print the appropriate documents, physically sign the documents in ink, and re-upload the documents to Valid Eval OR
 - 2. Download the appropriate documents, provide a digital signature/digital certificate, and re-upload the documents to Valid Eval.
- ii. **Key Information Questions:** This is a preview list of the questions that are asked on USDOT’s automated proposal website at [https://usg.valideval.com/teams/USDOT SMART 2023/signup](https://usg.valideval.com/teams/USDOT_SMART_2023/signup). After registering in the system, the applicant will be prompted to answer the following questions on the website.

Title	Instructions
1. Project Name	Enter a concise, descriptive title for the project. This should be the same title used in the Grants.gov SF-424 submission and the application narrative. The SMART Grants Program recommends a title of 100 characters or less.

2. Lead Applicant Entity Name	This should be consistent with Q. 8.a. of the SF-424.
3. Lead Applicant Unique Entity Identifier (UEI)	See Section D.3 for more information about obtaining a UEI from SAM.gov. The UEI must be current and not expired. The UEI must be in an "active" status, not "assigned."
4. Eligible Applicant Type	<p>Indicate the eligible applicant type for your application: A. a State; B. a political subdivision of a State; C. a federally recognized Tribal government; D. a public transit agency or authority; E. a public toll authority; F. a metropolitan planning organization.</p> <p>If this is a group application, please identify the eligible applicant type of the lead applicant.</p>
5. Was a similar application submitted for the FY 2022 SMART Grants funding opportunity?	If yes, please include the project title of the similar grant application and the name of the lead applicant.
6. Was a similar application submitted in the past two years, or do you anticipate a similar application will be submitted for funding in the coming year for this project under any other USDOT discretionary grant programs (not including the SMART Grants Program)?	<p>If yes, please include the name of the discretionary grant program, the project title of the similar grant application, and the name of the lead applicant.</p> <p>Please also indicate the application status (Planned, Submitted, Selected, or Not Selected).</p>
7. Was Federal funding previously received for this project? This may include funding received from USDOT as well as other Federal agencies.	If yes, indicate the amount of Federal funding received and the relevant grant number.
8. What organizations will be considered partners on this project?	List all critical project partners. This could include other eligible applicant types (e.g., States, a political subdivision of a State, etc.) as well as those in industry, academia, nonprofits, and other traditional and non-traditional partners). ¹⁸
9. Is this a collaborative application, with each eligible applicant applying separately ?	If yes, please indicate the organizational name(s) of the other eligible applicant(s) with which you are collaborating across separate applications . Remember, eligible applicants include States, political subdivisions of a State, Tribal governments, public transit agencies or authorities, public toll authorities, and/or metropolitan

¹⁸ Letters of Commitment should be written for critical partners only. For a Letter of Commitment template, see www.transportation.gov/SMART.

	planning organizations. Please refer to Section C.1 for more information on collaborative applications.
10. Brief Project Description	<p>Describe the project in plain language, using no more than 200 words. It is recommended that applicants use the following format:</p> <ul style="list-style-type: none"> • One sentence on the problem to be solved. • One sentence describing the planning and prototyping activity. • One sentence on the anticipated impact of Stage 1. • One sentence on potential Stage 2 activities. <p>Please do not describe the project's benefits, background, or alignment with the selection criteria in this description field. A longer, narrative description will be provided in the Project Narrative.</p> <p>The Brief Project Description of successful applicants may be published by USDOT and, therefore, must not contain classified, proprietary or confidential information.</p>
11. Primary Project Location	<p>Identify the primary location where the project will take place. If more than one location, please list additional locations in the next question.</p> <ol style="list-style-type: none"> 1. If your project will be conducted in a specific city, cities, or town(s), indicate the primary location at which the project will take place using [City, State] as the format. 2. If your project will be conducted at the county, regional, or MPO-level, please note the closest or most relevant [City, State] location for the project and indicate if this location represents a "county," "region," or "MPO." This information will be used for mapping purposes. 3. If your project will be conducted Statewide, please indicate the name of the State. 4. If your project will be conducted in a tribal community, please note the closest or most relevant [City, State] location for the project. This information will be used for mapping purposes.
12. Other Project Locations	Identify additional project locations, if applicable, using the same instructions as the previous question. All additional locations should be in [City, State] format.
13. What congressional district(s) is your project located in?	

<p>14. Size of Community Receiving Benefits</p>	<p>Indicate the size of the community (large community; midsized community; regional partnership; or rural community) that will primarily benefit from the project.</p> <ul style="list-style-type: none"> • Large Community: A community with a population of not less than 400,000 individuals, as determined under the most recent annual estimate of the Bureau of the Census. • Midsized Community: Any community that is not a large community or a rural community. • Rural Community: The term “rural community” means a community that is located in an area that is outside of an urbanized area (as defined in section 5302 of title 49, United States Code, which defines “urbanized area” as an area encompassing a population of not less than 50,000 people that has been defined and designated in the most recent decennial census as an “urbanized area” by the Secretary of Commerce. Please use 87 FR 80114 to confirm that your project location is not delineated by the Census Bureau as a 2020 urbanized area based on 2020 Census of Population and Housing counts and density calculations. • Regional Partnership: A partnership composed of two or more eligible applicants located in jurisdictions with a combined population that is equal to or greater than the population of any midsized community.
<p>15. Is the project located (entirely or partially) in a Disadvantaged Community based on its location in a census tract identified as “disadvantaged” in the Climate and Economic Justice Screening Tool (CEJST)?</p>	<p>Indicate Yes, No, or Statewide Project. Only select “Statewide Project” if the project will not have specific project sites within a State.</p>
<p>16. If you responded “Yes” to Question 15, please identify the relevant census tract(s) that contribute to this designation. Be sure to use the full census tract number identified in the CEJST tool.</p>	
<p>17. Project Cost: Amount Requested</p>	<p>Total dollar amount requested (rounded to the nearest dollar).</p>

18. Project Cost: Total Project Cost	Total project cost, including dollar amount requested and other funding contributions (rounded to the nearest dollar).
19. Proposed Duration of Stage 1 Project (in months)	May be up to 18 months.
20. Primary Technology Area	<p>Select the primary technology area with which your project aligns:</p> <ul style="list-style-type: none"> A. coordinated automation; B. connected vehicles; C. intelligent, sensor-based infrastructure; D. systems integration; E. commerce delivery and logistics; F. leveraging use of innovative aviation technology; G. smart grid; or H. smart technology traffic signals
21. Secondary Technology Area(s) (if applicable)	<p>Select the secondary technology area(s) with which your project aligns:</p> <ul style="list-style-type: none"> A. coordinated automation; B. connected vehicles; C. intelligent, sensor-based infrastructure; D. systems integration; E. commerce delivery and logistics; F. leveraging use of innovative aviation technology; G. smart grid; or H. smart technology traffic signals I. N/A <p><i>Note that applications are not rated on the number of technology areas indicated, so it is important to only select the area(s) with which your project aligns.</i></p>
22. Does this project relate to traffic or parking enforcement; or license plate reader activities?	Indicate "Yes" or "No." Note that SMART grants shall <u>not</u> be used for any current or future traffic or parking enforcement activity, or to purchase or lease a license plate reader.
23. Is an exemption, waiver, permit, or special permission required to conduct the proposed project?	If yes, indicate the exemption, waiver, permit, or special permission obtained. If a waiver has not been obtained, please indicate the plan or process for obtaining it in your Project Narrative.
24. Jobs / Workforce Assessment	<p>Do you anticipate that the technologies introduced in your project, if funded for a Stage 2 Implementation grant, would affect the number and quality of jobs in your agency or organization?</p> <p>If yes, please provide a thorough response of how technology may impact the quantity and quality of jobs</p>

	<p>and your plans to address potential changes. These plans may include collective bargaining agreements, restructuring of jobs, and additional training for the workforce.</p> <p>If no, please explain why it would not affect the number and quality of jobs.</p> <p>The SMART Grants Program recommends that this section be 200 words or less.</p>
25. Anticipated Stage 1 NEPA Requirements	<p>Please explain the anticipated National Environmental Policy Act (NEPA) class of action for your Stage 1 project as well as any anticipated environmental approvals and permits needed for the proposed project. If you are unsure, please explain your expected coordination to determine this, if selected. The SMART Grants Program recommends that this section be 200 words or less.</p>
26. Anticipated Stage 2 NEPA Requirements	<p>Please explain the anticipated National Environmental Policy Act (NEPA) class of action for your potential Stage 2 project as well as any anticipated environmental approvals and permits needed for the potential Stage 2 project. If you are unsure, please explain what Stage 1 actions you plan to take to better understand the environmental regulations associated with the potential Stage 2 project. The SMART Grants Program recommends that this section be 200 words or less.</p>

- iii. **Project Narrative:** The primary purpose of the Narrative is for the applicant to state their case for meeting the merit criteria laid out in Section E. The Narrative should not exceed seven pages; this does not include the required appendices. A cover page and table of contents are not required but will not count toward the seven page narrative if included. Figures are considered part of the seven page narrative. The Narrative and Appendices I-III should be in PDF format, with a font size of no less than 12-point Times New Roman, single-spaced, minimum 1-inch margins on all sides, and page numbers. Appendix IV should be uploaded to the application in Valid Eval as a Shapefile, GEOJSON, or KML/KMZ file. Suggested approximate lengths for each subsection of the Narrative are noted in parentheses.
- a. Overview/Project Description (1-2 pages)

This section should provide a clear, concise description of the project, the real-world issues and challenges to be addressed, and the proposed technology(ies) to be used. Include a brief discussion of desired outcomes for a potential Stage 2 grant. Applicants should also briefly discuss how the proposed project addresses the goals of the SMART Grants Program and how the project plans to improve upon the status quo of the transportation system.

b. Project Location (1 paragraph)

This section should provide a description of the geographic area or jurisdiction that the project will serve, including the community size (large, midsize, rural, or a regional partnership). The project location description should also narratively identify the following:

(a); whether the project is located (entirely or partially) in a disadvantaged community¹⁹ based on the Climate and Economic Justice Screening Tool (CEJST)²⁰. If applicable, the narrative must identify the relevant census tract(s) that contribute to this designation, as stated in Key Information Question #16. If the proposed project is Statewide and will not have specific sites within a State, please note this instead of listing all of the State's disadvantaged Census tracts.

(b) the 2020 Census-designated urban area(s) where the project is located, if relevant. Please refer to 87 FR 80114 for a list of Census-designated urban areas.

Note that while applicants are asked to provide exact locations for each project in the Key Information Questions Table, if selected for an award, the exact location may be adjusted during the Stage 1 planning process; therefore, this section should explain and identify which geographic locations are under consideration for project to be implemented and what analysis will be used in a final determination.

c. Community Impact (1 paragraph)

This section should provide a description of how the project anticipates it will provide and measure benefits to the disadvantaged communities detailed in the Project Location Section (if applicable) and a description of how the project aligns with Justice 40 goals (if applicable). This section may also outline benefits that would accrue to disadvantaged communities outside of the specific project location, directly and/or indirectly. Applicants should also briefly discuss potential negative externalities of the proposed projects, who would experience them, and how they might be measured over time.

d. Technical Merit Overview (2 pages)

This section should provide an overview of the technical merit of the proposed project, responding to the criteria for evaluation and selection in Section E.1.i of this Notice and including a compelling narrative to highlight how the application addresses the following Technical Merit criteria:

- Identification and Understanding of the Problem to Be Solved
- Appropriateness of Proposed Solution
- Expected Benefits

¹⁹OMB, CEQ, & CPO, M-23-09, Addendum to the Interim Implementation Guidance for the Justice40 Initiative, M-21-28, on using the Climate and Economic Justice Screening Tool (CEJST) (Jan. 27, 2023).
https://www.whitehouse.gov/wp-content/uploads/2023/01/M-23-09_Signed_CEQ_CPO.pdf.

²⁰ Federal Recognized Tribes and Tribal entities are considered Justice40 or disadvantaged communities whether or not they have land, per M-23-09.

e. Project Readiness Overview (2 pages)

This section should provide an overview of the project readiness, responding to the criteria for evaluation and selection in Section E.1.ii of this Notice and including a compelling narrative to highlight how the application addresses the following Project Readiness criteria:

- Feasibility of Workplan
- Community Engagement and Partnerships
- Leadership and Qualifications

iv. Appendices

a. Appendix I: Resumes – 3 pages or less

Applicants shall submit the abbreviated resumes of the key individuals involved in the project. This appendix should be no more than three pages.

b. Appendix II: Summary Budget Narrative – 3 pages or less

Applicants shall provide a summary budget narrative that corresponds to and describes information contained in the applicant’s SF-424A. The narrative should describe all planned project costs for Stage 1 (e.g., personnel, fringe benefits, travel, equipment, supplies, contractual, construction, and other) and how these planned costs relate to the project scope. Note that the SF-424A and the budget narrative should include travel costs that assume two in-person meetings in Washington, D.C.

The information needed in the budget narrative is as follows and directly corresponds with the format of the SF-424A. Applicants are encouraged to use these categories as headings in their budget narrative.

1. **Personnel** – Provide the cost breakdown of how this figure was calculated (e.g., hours/position/rate).
2. **Fringe Benefits** – Provide the fringe benefits rate.
3. **Travel** – Provide a cost breakdown of the number of trips, location, number of personnel, etc., if applicable. Please include travel costs which assume two in-person meetings in Washington, D.C. for up to four people.
4. **Equipment** – Provide a detailed estimate of tangible personal property costs as described in 2 CFR § 200.33. This should include items with a per-unit acquisition cost of \$5,000 or more (including information technology systems). If your agency has a different threshold for equipment purchases, please provide information about your agency’s equipment threshold policy.
5. **Supplies** – Please provide an estimate of tangible personal property costs that have a unit cost of less than \$5,000.
6. **Contractual** – Provide the cost of any contractual support, if applicable.
7. **Construction** – Describe construction activities as listed on an SF-424C, if applicable.
8. **Other** – Provide a description of any costs listed as “other.” This could include training or other expenses that the applicant wishes to include separately.
9. **Indirect Charges** – Provide the indirect cost calculations, including a description of the base (i.e., Personnel & Fringe or Modified Total Direct Cost).

The summary budget narrative must be sufficiently clear, concise, and detailed to describe how funds will be spent on the project. Applicants are expected to account for data and performance reporting in their budget submission, consistent with section B.5.i of this NOFO.

Additionally, project budgets should show how different funding sources will share in each activity and present those data in dollars and percentages. The budget should identify other Federal funds the applicant is applying for or has been awarded, if any, that the applicant intends to use. Funding sources should be grouped into three categories: non-Federal, SMART Grants Program, and other Federal with specific amounts from each funding source.

- c. Appendix III: Letters of Commitment – no more than 2 pages per letter; no more than 10 pages for the complete Appendix III.

Applicants should submit letters of commitment for **critical partners involved in the project**. This appendix should be no more than 10 pages, and each letter should be no more than 2 pages. For the purposes of the SMART Grants Program, critical partners are organizations that will not directly apply to the program as an eligible applicant but are committed to supporting a SMART Grants proposal in a meaningful way.

Letters of Commitment that are attached to a SMART Grants application will be reviewed for the quality of their commitments, not necessarily the quantity. A template for Letters of Commitment is available on the SMART Grants website at <https://www.transportation.gov/grants/smart/smart-letters-commitment-template>.

To reduce the burden for applicants, the Stage 1: Planning and Prototyping Grant application does not request Letters of Support. However, a member of Congress may email a Letter of Support to USDOT's Office of Government Affairs at OSTGovAffairs@dot.gov. The sender should copy smart@dot.gov on the email. The letter should be addressed to the U.S. Secretary of Transportation. Please note that Letters of Support are not required by the SMART Grants Program.

- d. Appendix IV: Project Location File

Applicants should submit one of the following file types with project location identification. Acceptable file types are Shapefile, GEOJSON, or KML/KMZ. This file will be uploaded to Valid Eval along with the other required application components.

The project location file is designed to help the SMART Grants Program review the location(s) of the proposed project as well as understand the disadvantaged community designations described in the Key Information Questions and Project Narrative. The project area(s) identified in the project location file should be as specific as is possible at the time of application submittal.

The SMART Grants Program recognizes that not all projects will be able to identify exact project sites. The project location file should represent all geographic locations under consideration for the project.

In order to prepare one of these files, these are the suggested instructions:

1. Use GIS software, or open a publicly available online mapping tool, for example, Google Earth or GEOJSON. USDOT does not endorse any particular software or online mapping tool.
2. Identify the project location(s). Use the tools to add a shape to represent the project area(s).

3. Export, save, and upload the attachment to the application on Valid Eval in one of the acceptable formats (zipped shapefile, GEOJSON, KML/KMZ).

Please refer to the job aid(s) on the SMART Grants Website for additional guidance on how to develop a project location file (available at <https://www.transportation.gov/grants/smart/preparing-your-project-location-file-job-aid>).

Additional appendices will not be reviewed.

v. Identifying Private Vendors

Applicants are welcome to identify private sector vendors in the application but are not required to select vendors in advance. The services of any vendor to whom the applicant will provide SMART grant funding as part of the SMART project must be acquired consistent with the procurement standards under 2 CFR Part 200.

When procuring property and services under a Federal award, a State must follow the same policies and procedures it uses for procurements from its non-Federal funds. The State will comply and ensure that every purchase order or other contract includes any clauses required. All other non-Federal entities, including subrecipients of a State, must follow the procurement standards in 2 CFR Part 200 Subpart D. The non-Federal entity must have and use documented procurement procedures, consistent with State, local, and tribal laws and regulations and the standards of this section, for the acquisition of property or services required under a Federal award or subaward. The non-Federal entity's documented procurement procedures must conform to the procurement standards identified in 2 CFR Part 200.

vi. Sharing of Application Information

The Department may share application information within the Department or with other Federal agencies if the Department determines that sharing is relevant to the respective program's objectives.

3. Unique Entity Identifier and System for Award Management (SAM)

Each applicant is required to: (i) be registered in SAM (<https://sam.gov/content/home>) before submitting its application; (ii) provide a valid unique entity identifier in its application; and (iii) continue to maintain an active SAM registration with current information at all times during which it has an active Federal award or an application or plan under consideration by a Federal awarding agency. The UEI must be current and not expired. The UEI must also be in an "active" status, not "assigned." To request a UEI, please visit SAM.gov. Note that this may take up to 30 days.

USDOT may not make a Federal award to an applicant until the applicant has complied with all applicable unique entity identifier and SAM requirements. If an applicant has not fully complied with the requirements by the time USDOT is ready to make an award, USDOT may determine that the applicant is not qualified to receive an award and use that determination as a basis for making an award to another applicant.

4. Submission Date and Time

Applications must be submitted by 5:00 PM ET on Tuesday, October 10, 2023.

5. Funding Restrictions

Per BIL requirements, of the funds awarded each fiscal year for the SMART Grants Program, not more than 40 percent shall be used to provide SMART grants for eligible projects that primarily benefit large communities; not more than 30 percent shall be provided for eligible projects that primarily benefit mid-sized communities; and not more than 30 percent shall be used to provide SMART grants for eligible projects that primarily benefit rural communities or regional partnerships.

In addition, an eligible applicant may not use more than three percent of the amount of a SMART grant for each fiscal year to achieve compliance with applicable planning and reporting requirements.

6. Other Submission Requirements

The complete application must be submitted via Valid Eval, an online submission proposal system used by USDOT at [https://usg.valideval.com/teams/USDOT SMART 2023/signup](https://usg.valideval.com/teams/USDOT_SMART_2023/signup).

E. Application Review Information

1. Criteria

This section specifies the criteria USDOT will use to evaluate and select applications for Stage 1 SMART grant awards. These include Technical Merit Criteria, Project Readiness and Other Considerations.

i. Technical Merit Selection Criteria

Stage 1 grants will be evaluated against three technical merit criteria:

- Technical Merit Criterion #1: Identification and Understanding of the Problem to Be Solved
 - The applicant demonstrates a thorough understanding of existing conditions.
 - The proposed solution addresses a documented and critical problem or need.
- Technical Merit Criterion #2: Appropriateness of Proposed Solution
 - Technologies proposed are sufficiently developed such that there is good reason to anticipate public benefits from their use.
 - The proposed solution is repeatable and could rapidly be scaled.
 - The proposed solution represents a demonstrable improvement over the status quo.
 - The proposed solution is appropriate for the location's population density and existing transportation system, including public transportation.
- Technical Merit Criterion #3: Expected Benefits
 - The application clearly explains the rationale for expecting that the proposed project will use advanced data, technology, and applications to provide significant benefits in alignment with Departmental and Program Priorities in Section A.3 and A.4. Departmental Priorities include the FY22-26 Strategic Goals and Innovation Principles, Equity Action Plan, and Justice40 initiative; and Program Priorities include safety, reliability, and resiliency; equity and access; climate; partnerships; and integration.
 - The application identifies several robust performance measures for Stage 1 of the project that align with the project's expected benefits and community impacts (as well as performance improvements and cost savings) and could be used to evaluate whether full scale implementation of the project would advance Departmental and Program Priorities.

ii. Project Readiness Selection Criteria

Project Readiness Selection Criteria focus on the extent to which the applicant will be able to substantially execute and complete the full scope of work in the Stage 1 grant application within 18 months of when the grant is executed.

- Project Readiness Criterion #1: Feasibility of Workplan
 - The application clearly describes a thorough and realistic workplan and timeline. The application should also demonstrate the ability to complete the project in the proposed period of performance.
 - The application identifies and understands the legal, policy, and regulatory requirements and identifies and accounts for any relevant exemptions, waivers, permits, or special permissions required to conduct the proposed project.

- The application identifies ways to measure and validate the project's expected benefits and community impacts, as well as performance improvements and cost savings.
- The application describes how the project will use training and education programs and activities to meet workforce capacity needs and promote inclusion in the workforce.
- The application describes an appropriate and reasonable budget for the proposed solution.
- The application identifies the necessary planning and engagement activities that, as projects are fully implemented during Stage 2, will ensure high-quality job creation by supporting good-paying jobs with a free and fair choice to join a union, incorporating strong labor standards (e.g., wages and benefits at or above prevailing, use of project labor agreements, registered apprenticeship programs, pre-apprenticeships tied to registered apprenticeships, etc.), and/or providing workforce opportunities for historically underrepresented groups (e.g., workforce development program, etc.).
- The application demonstrates that the performance measures could be evaluated quantitatively to measure and validate expected benefits. The application should also describe how existing or new datasets would be used to measure and validate such benefits.
- **Project Readiness Criterion #2: Community Engagement and Partnerships**
 - The proposed solution demonstrates a community-centered approach that includes meaningful, continuous, accessible engagement with a diverse group of public and private stakeholders. The proposed solution articulates strategies to provide access to persons with disabilities and limited English proficient individuals. The proposed solution conducts meaningful public involvement, inclusive of underserved communities throughout the project lifecycle.
 - The application shows plans to build sustainable partnerships across sectors and governmental jurisdictions and collaborate with industry, academia, and nonprofits, such as community, workforce development, and labor organizations.
 - The applicant engages relevant private sector stakeholders and technical experts and elicits their perspective on the implementation of the proposed solution.
 - The application establishes commitment of one or more key partner(s), if relevant, as identified in the project narrative. This should be demonstrated by a Letter of Commitment submitted as an attachment to the proposal. A key partner may be a public agency, utility company, private sector company, or some other entity that is central, and critical to the project.
- **Project Readiness Criterion #3: Leadership and Qualifications**
 - The application demonstrates relevant and necessary technical expertise of the project team.
 - The application details relevant experience of leadership in managing multi-stakeholder projects.
 - The application shows continuity of committed leadership and the applicant's functional capacity to carry out the proposed project and, where applicable, to maintain and operate the project after the conclusion of Stage 2.

iii. Additional Consideration: Benefit to Disadvantaged Communities

The Department seeks to award projects under the SMART Grants Program that address environmental justice, particularly for communities that disproportionately experience climate change-related consequences. Environmental justice, as defined by EO 14096, is the just treatment and meaningful involvement of all people, regardless of income, race, color, national origin, Tribal affiliation, or disability, in agency decision-making and other Federal activities that affect human health and the environment so that people: (i) are fully protected from disproportionate and adverse human health and environmental effects (including risks) and hazards, including those related to climate change, the cumulative impacts of environmental and other burdens, and the legacy of racism or other structural or systemic barriers; and (ii) have equitable access to a healthy, sustainable, and resilient environment in which to live, play, work, learn, grow, worship, and engage in cultural and subsistence practices.²¹ As part of the Department's implementation of Executive Order 14008, Tackling the Climate Crisis at Home and Abroad (86 FR 7619), the Department seeks to fund projects that, to the extent possible, target at least 40 percent of resources and benefits towards disadvantaged communities, including low-income communities, communities underserved by affordable transportation, or overburdened communities, to advance the Justice40 Initiative²². Projects that have not sufficiently considered climate change and environmental justice in their planning, as determined by the Department, will be required to do so before receiving funds.

In the Key Information Questions Table (Section D.2.ii) and the Project Narrative (D.2.iii), applicants must use the Climate and Economic Justice Screening Tool (CEJST). CEJST is a tool provided by the White House Council on Environmental Quality (CEQ) that aims to help Federal agencies identify disadvantaged communities as part of the Justice40 initiative to accomplish the goal that 40 percent of the overall benefits from certain federal investments reach disadvantaged communities. Applicants should use CEJST as the primary tool to identify disadvantaged communities (Justice40 communities) for their application. Applicants are also encouraged but not required to use the USDOT Equitable Transportation Community (ETC) Explorer to support their Project Narrative and understand how their community or project area is experiencing disadvantages related to lack of transportation investments or opportunities. By understanding how a community or project area is experiencing transportation-

²¹Executive Order 14096, Revitalizing Our Nation's Commitment to Environmental Justice for All (April 21, 2023), www.federalregister.gov/documents/2023/04/26/2023-08955/revitalizing-our-nations-commitment-to-environmental-justice-for-all

²² Established by Executive Order 14008 on *Tackling the Climate Crisis at Home and Abroad*, the Justice40 Initiative has made it the goal that 40 percent of the overall benefits of certain federal investments, such as climate, clean energy, and other areas, flow to disadvantaged communities that are marginalized and overburdened by pollution and underinvestment. For more information, see <https://www.federalregister.gov/documents/2021/02/01/2021-02177/tackling-the-climate-crisis-at-home-and-abroad>. E.O. 14008, Tackling the Climate Crisis at Home and Abroad (Jan. 27, 2023), ; OMB, CEQ, & CPO, M-23-09, Addendum to the Interim Implementation Guidance for the Justice40 Initiative, M-21-28, on using the Climate and Economic Justice Screening Tool (CEJST) (Jan. 27, 2023), https://www.whitehouse.gov/wp-content/uploads/2023/01/M-23-09_Signed_CEQ_CPO.pdf.

related disadvantage, applicants can address how the benefits of a project will reverse or mitigate the burdens of disadvantage and demonstrate how the project will address challenges and accrued benefits.

2. Review and Selection Process

This section addresses the BIL requirement to include a full description in the NOFO of the method by which applicants will be evaluated. The SMART Grants Program review and selection process consists of eligibility reviews, Technical Merit and Project Readiness criteria review, and Senior Review Team review. The Secretary will make the final selections for award.

i. Eligibility Review

For each application, an initial review will assess whether the applicant is eligible (based on eligibility information in Section C) and contains all of the information requested in Section D for a complete application. Eligible and complete applications received by the deadline will be reviewed for their merit based on the selection criteria in Section E.1.i and E.1.ii.

ii. Technical Merit and Project Readiness Criteria Ratings

Teams comprising USDOT staff, Federal inter-agency partner staff, and contractor staff review all eligible and complete applications received by the deadline for a Technical Merit and Project Readiness Review and assign ratings as described in the table below. For each criterion, USDOT will consider whether the application narrative is responsive to the selection criterion focus areas which will result in a rating of ‘High,’ ‘Medium,’ ‘Low,’ or ‘Non-Responsive.’ Each of the six criteria (listed in E.1.i-ii) are weighted equally during the Technical Merit and Project Readiness Review.

Rating Scale	High	Medium	Low	Non-Responsive
Description	The application is substantively and comprehensively responsive to the criterion. It makes a strong case about advancing the program goals as described in the criterion descriptions.	The application is moderately responsive to the criterion. It makes a moderate case about advancing the program goals as described in the criterion descriptions.	The application is minimally responsive to the criterion. It makes a weak case about advancing the program goals as described in the criterion descriptions.	The application is counter to the criterion or does not contain sufficient information. It does not advance or may negatively impact criterion goals.

Based on the criteria ratings, an overall application merit rating of ‘Highly Recommended,’ ‘Recommended,’ ‘Not Recommended,’ or ‘Ineligible’ will be assigned as a result of evaluation team consensus discussion. Only applications rated as ‘Highly Recommended’ or ‘Recommended’ may be reviewed by a Senior Review Team (SRT). Applications rated ‘Not Recommended’ or ‘Ineligible’ will not be evaluated further and will not be considered for award.

iii. Senior Review Team (SRT) Phase

Once every eligible and complete application has been assigned an overall rating based on the methodology above, all “Highly Recommended” and selected “Recommended” applications will be included in a list of Applications for Consideration. The SRT will review whether the list of “Highly Recommended” applications is sufficient to ensure that of the funds awarded each fiscal year for the SMART Grants Program, not more than 40 percent will be used to provide SMART grants for eligible projects that primarily benefit large communities; not more than 30 percent will be used to provide SMART grants for eligible projects that primarily benefit midsized communities; and not more than 30 percent will be used to provide SMART grants for eligible projects that primarily benefit rural communities or regional partnerships. “Recommended” applications may be added to the proposed list of Applications for Consideration until a sufficient number of applications are on the list to ensure that all legislative requirements as well as program objectives can be met. The Department will consider the diversity of technology areas across all applications when reviewing recommendations.

iv. Applications for USDOT Secretary’s Review

The SRT will present the list of Applications for Consideration to the Secretary, as well as a list of all eligible applications, either collectively or through a representative of the SRT. The SRT may advise the Secretary on any application on the list of Applications for Consideration, including options for reduced or increased awards, and the Secretary will make final selections. The Secretary’s selections identify the applications that best address program requirements and are most worthy of funding. The Secretary will consider contributions to geographic diversity among grant recipients, including the need for balancing the needs of rural communities, midsized communities, and large communities. The Secretary also may consider benefits to disadvantaged communities, including benefits to Federally Recognized Tribes, and geographic and organizational diversity when selecting SMART Grants Program awards.

3. Additional Information

Prior to entering into a grant agreement, each selected applicant will be subject to a risk assessment as required by 2 CFR § 200.206. The Department must review and consider any information about the applicant that is in the designated integrity and performance system accessible through SAM (currently the Federal Awardee Performance and Integrity Information System [FAPIIS]). An applicant may review information in FAPIIS and comment on any information about itself that a Federal awarding agency previously entered. The Department will consider comments by the applicant, in addition to the other information in FAPIIS, in making a judgment about the applicant's integrity, business ethics, and record of performance under Federal awards when completing the review of risk posed by applicants. Because award recipients under this program may be first-time recipients of Federal funding, USDOT is committed to implementing the program as flexibly as permitted by statute and to providing assistance to help award recipients through the process of securing a grant agreement and delivering SMART Grant projects. Award recipients are encouraged to identify any needs for assistance in delivering the projects and strategies so that USDOT can provide directly, or through a third party, sufficient support and technical assistance to mitigate potential execution risks.

F. Federal Award Administration Information

1. Federal Award Notices

Following the evaluation outlined in Section E, the Secretary will announce awarded applications by posting a list of selected recipients at www.transportation.gov/smart. The posting of the list of selected award recipients will not constitute an authorization to begin performance. Following the announcement, the Department will contact the point of contact listed in the applicant SF-424 to initiate the negotiation of a grant agreement.

2. Administrative and National Policy Requirements

i. Critical Infrastructure Security, Cybersecurity, and Resilience

It is the policy of the United States to strengthen the security and resilience of its critical infrastructure against both physical and cyber threats, consistent with Presidential Policy Directive 21 - Critical Infrastructure Security and Resilience and the National Security Memorandum on Improving Cybersecurity for Critical Infrastructure Control Systems. Each applicant selected for Federal funding under this notice must demonstrate, prior to the signing of the grant agreement, effort to consider and address physical and cybersecurity risks relevant to the transportation mode and type and scale of the project. Projects that have not appropriately considered and addressed physical and cyber security and resilience in their planning, design, and project oversight, as determined by the Department and the Department of Homeland Security, will be required to do so before receiving funds or will be required to complete related actions as part of the project.

ii. Prohibited Telecommunications Equipment and Services

Federal award recipients and sub-recipients are prohibited from obligating or expending grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use "covered telecommunications equipment or services" as a substantial or essential component of any system, or as critical technology as part of any system. "Covered telecommunications equipment or services" means telecommunications and video surveillance equipment or services produced by Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). "Covered telecommunications equipment or services" also includes telecommunications or video surveillance equipment or services provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity that is owned or controlled by the government of the People's Republic of China. Entities added to this list will be incorporated into the excluded parties list in the System for Award Management (SAM) (www.sam.gov). When a user conducts a search of the excluded parties list, a record will appear describing the nature of the exclusion for any entity identified as covered by this prohibition. See Section 889 of [Public Law 115-232](#) (National Defense Authorization Act for Fiscal Year 2019) and [2 CFR 200.216](#) & [200.471](#).

iii. Domestic Preference Requirements

As expressed in Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers (86 FR 7475)²³, the Executive Branch should maximize, consistent with law, the use of goods, products, and materials produced in, and services offered in, the United States. SMART Grants projects that are considered "projects for infrastructure" will be subject to the domestic preference requirements at § 70914(a) of the Build America, Buy America (BABA) Act, Pub. L. No. 117-58, div. G, tit. IX, subtit. A, 135 Stat. 429, 1294 (2021) and Office of Management and Budget (OMB) Memorandum M-22-11, "Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure."²⁴ Projects that are not considered "projects for infrastructure" will be subject to requirements of the Buy American Act, Pub. L. No. 72-428, as codified at 41 U.S.C. §§ 8301-8303. After funding decisions are made by the Department, the SMART Grants Program Office will coordinate with grant recipients on whether their projects are designated as "projects for infrastructure."

The Department expects all applicants to comply with these requirements.

iv. Civil Rights and Title VI

SMART award recipients should demonstrate compliance with civil rights obligations and nondiscrimination laws, including Title VI of the Civil Rights Act of 1964 and implementing regulations (49 CFR § 21), the Americans with Disabilities Act of 1990 (ADA), and Section 504 of the Rehabilitation Act, all other civil rights requirements, and accompanying regulations. This should include a current Title VI plan, completed Community Participation Plan, and a plan to address any legacy infrastructure or facilities that are not compliant with ADA standards. Recipients of Federal transportation funding will also be required to comply fully with regulations and guidance for the ADA, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and all other civil rights requirements. The Department's and the applicable Operating Administrations' Offices of Civil Rights may work with awarded grant recipients as appropriate to ensure full compliance with Federal civil rights requirements.

v. National Environmental Policy Act of 1969 (NEPA)

Funding recipients must comply with the National Environmental Policy Act (NEPA) under 42 U.S.C. §§ 4321 et seq. and the Council on Environmental Quality's NEPA implementing regulations at 40 CFR §§ 1500-1508, where applicable. In Valid Eval, applicants will be asked to describe the project's expected NEPA impacts as part of the Key Information Questions detailed in Section D.2.ii.

vi. Federal Contract Compliance

As a condition of grant award and consistent with EO 11246, Equal Employment Opportunity (30 FR 12319, and as amended), all Federally assisted contractors are required to make good faith efforts to meet the goals of 6.9 percent of construction project hours being performed by women, in addition to goals that vary based on geography for construction work hours and for work being performed by people of color. Under Section 503 of the Rehabilitation Act and its implementing regulations,

²³ <https://www.federalregister.gov/documents/2021/01/28/2021-02038/ensuring-the-future-is-made-in-all-of-america-by-all-of-americas-workers>

²⁴ <https://www.whitehouse.gov/wp-content/uploads/2022/04/M-22-11.pdf>

affirmative action obligations for certain contractors include an aspirational employment goal of 7 percent workers with disabilities.

3. Reporting

This section discusses reporting requirements for SMART.²⁵ USDOT will provide additional information and detail regarding reporting requirements and formats to recipients. All final reports under this agreement will be made publicly available. All publications resulting from this program shall follow USDOT publication guidelines and comply with the current USDOT Public Access Plan. In addition, data from these efforts are expected to be made widely available where appropriate, also in accordance with the USDOT Public Access Plan.²⁶

i. Progress Reporting on Grant Activities

Each applicant selected for a Stage 1 grant must submit quarterly progress reports and Federal Financial Reports (SF-425) to monitor project progress and ensure accountability and financial transparency in the SMART Grants Program. A standard reporting format for the quarterly progress reports will be provided for grantees to summarize status updates including activities accomplished during the quarter, financial and schedule reporting, anticipated activities for the next quarter, and a description of project challenges and lessons learned.

ii. Evaluation and Data Management Plan

Recipients and subrecipients are required to incorporate program evaluation including associated data collection activities, from the outset of their program design and implementation to meaningfully document and measure their progress towards meeting agency priority goals.²⁷

Each applicant selected for a Stage 1 grant must submit an evaluation and data management plan no later than three months after receiving the grant that provides an overview of how the proof-of-concept or prototype will be evaluated and how the data being collected will be managed and stored.²⁸ The plan must describe the anticipated impact areas (i.e., goals) of the project if implemented at scale and the methods that will be used to estimate the anticipated benefits and costs associated with implementation. Based on these project goals, the plan must include robust performance metrics and measurable targets based on the project goals to inform whether the proof-of-concept or prototype meets expectations and whether full implementation would meet program goals. The applicants selected for a Stage 2 grant must update this evaluation and data management plan to include robust performance metrics and targets for the at-scale implementation, a detailed description of the evaluation methods that will be used to measure the anticipated impacts, and an overview of data

²⁵ Title I of the Foundations for Evidence-Based Policymaking Act of 2018 (Evidence Act), Pub. L. No. 115-435 (2019) urges federal awarding agencies and federal assistance recipients and subrecipients to use program evaluation as a critical tool to learn, to improve equitable delivery, and to elevate program service and delivery across the program lifecycle.

²⁶ <https://www.transportation.gov/sites/dot.gov/files/docs/Official%20DOT%20Public%20Access%20Plan.pdf>

²⁷ Evaluation means “an assessment using systematic data collection and analysis of one or more programs, policies, and organizations intended to assess their effectiveness and efficiency.” 5 U.S.C. § 311.

²⁸ Credible program evaluation activities are implemented with relevance and utility, rigor, independence and objectivity, transparency, and ethics (OMB Circular A-11, Part 6 Section 290).

sharing opportunities.²⁹ The updated plan must also provide more detailed information on the types of data being collected and how that data will be managed and stored (e.g., cybersecurity practices, how privacy is protected, entities that have access to the data).

iii. Implementation Report

Each applicant selected for a Stage 1 grant must submit an implementation report that assesses the anticipated costs and benefits of the project and demonstrates the feasibility of at-scale implementation. A draft report shall be submitted no later than one year after the grant award, and the final report shall be submitted by the end of the period of performance. This timeline may be adjusted for projects with a period of performance that differs from 18 months.

Per BIL requirements, grant recipients must submit implementation reports that describe the deployment and operational costs of each project as compared to the benefits and savings from the project. The reports must also describe:

1. the means by which the project has met the original expectation, as projected in the grant application, including data describing the means by which the project met the specific goals. Examples include:
 - a. reducing traffic-related fatalities and injuries;
 - b. reducing traffic congestion or improving travel-time reliability;
 - c. the effectiveness of providing to the public real-time integrated traffic, transit, and multimodal transportation information to make informed travel decisions; and
 - d. reducing barriers or improving access to jobs, education, or various essential services;
2. lessons learned and recommendations for future deployment strategies to optimize transportation efficiency and multimodal system performance.

For the implementation reports during Stage 1, grant recipients will provide an analysis of the anticipated costs and benefits and address project expectations by providing:

1. data on the performance metrics for the proof-of-concept or prototype;
2. preliminary baseline data for an evaluation of an at-scale implementation;³⁰
3. a detailed description of the communities that would be impacted by at scale implementation; and
4. anticipated and/or estimated impact and effectiveness of the project based on the performance metrics.

²⁹ Data sharing opportunities may include either interagency data sharing or open data sharing with the public.

³⁰ For applicants selected for a Stage 2 grant, refined or updated baseline data may be required for the project evaluation.

During Stage 1, grant recipients may uncover previously unknown institutional barriers or technical limitations. In the implementation report, grantees will describe the requirements for successful deployment and assess the feasibility of an at-scale implementation. The assessment will include identified strategies or demonstrated progress in addressing the following implementation feasibility and readiness factors by the end of the Stage 2 grant.

- a. Legal, Policy, and Regulatory Requirements (e.g., environmental permits and reviews; public outreach; State and local approvals; equity and accessibility requirements)
- b. Procurement and Budget (e.g., availability of suppliers and equipment; an analysis of the cost differential to comply with Build America Buy America; reliability of cost estimates; critical property acquisition)
- c. Partnerships (e.g., MOUs for stakeholder coordination; private sector and user adoption and acceptance)
- d. Technology Suitability (e.g., systems engineering including Concept of Operations [ConOps] and Detailed Design; reliability and maturity of technology; compatibility with existing infrastructure, procurement processes)
- e. Data Governance (e.g., storage capability; database analytic capability; integration requirements; sharing agreements; cybersecurity and privacy protocols)
- f. Workforce Capacity (e.g., availability of workers for development, installation, operations and maintenance; availability of workforce training; agency capacity for deployment, operation, and evaluation); and an assessment of how full implementation at the conclusion of Stage 2, if funded, would harness beneficial impacts and mitigate negative impacts of new technologies on the availability of good-paying jobs with a free and fair choice to join a union)
- g. Internal Project Coordination (e.g., agency/institutional capacity for continued operations following the grant funded period; revenue needs for continued operations)
- h. Community Impact (e.g., distribution of benefits and negative impacts across the community, including disadvantaged communities; meaningful community engagement efforts, including strategies to provide access to persons with disabilities and limited English proficient individuals)
- i. Other Relevant Factors.

The final implementation report must also describe initial project goals, challenges, and lessons learned related to implementation. It should include an analysis of the success, challenges, and validity of the initial approach; any changes or improvements they would make in Stage 2, if recommended for award; and any anticipated challenges to continued maintenance and operations (i.e., after the Stage 2 grant funds have been expended).

iv. Performance and Program Evaluation

As a condition of grant award, grant recipients may be required to participate in an evaluation undertaken by USDOT or another agency or partner. The evaluation may take different forms such as an implementation assessment across grant recipients, an impact and/or outcomes analysis of all or selected sites within or across grant recipients, or a benefit/cost analysis or assessment of return on investment. USDOT may require applicants to collect data elements to aid the evaluation and/or use information available through other reporting. As a part of the evaluation, as a condition of award, grant recipients must agree to: (1) make records available to the evaluation contractor or USDOT staff; (2) provide access to program records, and any other relevant documents to calculate costs and benefits;

(3) in the case of an impact analysis, facilitate the access to relevant information as requested; and (4) follow evaluation procedures as specified by the evaluation contractor or USDOT staff.

Recipients and subrecipients are also encouraged to incorporate program evaluation including associated data collection activities from the outset of their program design and implementation to meaningfully document and measure their progress towards meeting an agency priority goal(s). Title I of the Foundations for Evidence-Based Policymaking Act of 2018 (Evidence Act), Pub. L. No. 115-435 (2019) urges Federal awarding agencies and Federal assistance recipients and subrecipients to use program evaluation as a critical tool to learn, to improve equitable delivery, and to elevate program service and delivery across the program lifecycle. Evaluation means “an assessment using systematic data collection and analysis of one or more programs, policies, and organizations intended to assess their effectiveness and efficiency” per 5 U.S.C. § 311. Credible program evaluation activities are implemented with relevance and utility, rigor, independence and objectivity, transparency, and ethics (OMB Circular A-11, Part 6 Section 290).

v. Reporting of Matters Related to Recipient Integrity and Performance

If the total value of a selected applicant’s 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 the applicant during that period of time must maintain the currency of information reported to the SAM that is made available in the designated integrity and performance system (currently FAPIIS) 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.

vi. Knowledge Transfer Activities

In order to disseminate lessons learned to the public and to encourage collaboration between recipients, USDOT will coordinate various knowledge transfer activities which may include webinars, peer exchanges or attendance at conferences and meetings. The activities will be tailored to address the needs and interests of the grantees and serve as a resource for connecting grantees facing similar technical and institutional challenges. Recipients will share status updates and technical knowledge, and exchange information about their progress, challenges, and lessons learned.

G. Federal Awarding Agency Contacts

For further information concerning this notice, please contact the Office of the Assistant Secretary for Research and Technology via email at smart@dot.gov no later than 05:00PM ET on September 29, 2023. In addition, up to the application deadline, the Department may post answers to common questions and requests for clarifications on the Department’s website at www.transportation.gov/smart. To ensure applicants receive accurate information about eligibility or the program, the applicant is encouraged to contact the Department directly with questions, rather than through intermediaries or third parties. Department staff may also conduct briefings on the SMART grant selection and award process upon request. On request of an eligible applicant that submitted an application per Section D with respect to a project that is not selected for a SMART grant, Department staff will provide to the eligible applicant technical assistance and briefings relating to the project.

H. Other Information

User-friendly information and resources regarding USDOT’s discretionary grant programs relevant to applicants can be found on the DOT Navigator at <https://www.transportation.gov/dot-navigator> and the Rural Opportunities to Use Transportation for Economic Success (ROUTES) website at <https://www.transportation.gov/rural>.

1. Definitions

Term	Definition
Large community	A community with a population of not less than 400,000 individuals, as determined under the most recent annual estimate of the Bureau of the Census.
Midsized community	Any community that is not a large community or a rural community.
Political subdivision of a state	A unit of government created under the authority of State law. This includes cities, towns, counties, special districts, and similar units of local government, such as public port or airport authorities, if created under State law.
Regional partnership	A partnership composed of two or more eligible entities located in jurisdictions with a combined population that is equal to or greater than the population of any midsized community.
Rural community	The term “rural community” means a community that is located in an area that is outside of an urbanized area (as defined in section 5302 of title 49, United States Code, which defines “urbanized area” as an area encompassing a population of not less than 50,000 people that has been defined and designated in the most recent decennial census as an “urbanized area” by the Secretary of Commerce. Please use 87 FR 80114 to confirm that your project location is not delineated by the Census Bureau as a 2020 urbanized area based on 2020 Census of Population and Housing counts and density calculations.
Resiliency	The ability to prepare for and adapt to changing conditions and withstand, recover, and reorganize rapidly from disruptions to a community (e.g., population, economy, etc.). Resilience includes the ability to withstand and recover from manmade and naturally occurring threats or incidents, including widespread and long-term threats or incidents.



Department of Economic Opportunity (DEO)

Multi-Purpose Community Facilities Program (MPCF)

Award Amount
Up to \$5,000,000

Grantee
Town of Eatonville

Project
Denton Johnson Community Center

Project Scope
This will allow 100% reimbursable funding (up to \$5M) for capital improvements to create a technology facility for the workforce, telehealth, and digital literacy. It will allow us to enhance or expand the Denton Johnson Community Center, or other Town building. This is funding from the Bipartisan Infrastructure Law (BIL), and this will be the only cycle for this particular grant.

Grant status
Application will be submitted by the October 5th deadline.



Capital Projects Fund (CPF)
Multi-Purpose Community Facilities Program (MPCF)
Guidelines

June 2023

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1. Program Overview

The Florida Department of Economic Opportunity's ("DEO") mission is to advance and enable a connected economy in Florida by championing the Governor's economic development vision and by administering state and federal programs and initiatives. These programs include broadband development to help visitors, citizens, businesses, and communities stay connected and leverage digital technologies. DEO's Office of Broadband ("Office") actively provides guidance and works with entities throughout the state to increase the availability and effectiveness of broadband Internet by utilizing mapping initiatives to achieve the goals set forth in the Florida Strategic Plan for Broadband ("Florida Strategic Plan"). Established by the U.S. Department of the Treasury ("Treasury") as part of the American Rescue Plan Act of 2021 ("ARPA") which provides funds to eligible states to carry out critical capital projects that directly enable work, education, and health monitoring, including remote options, in response to the public health emergency, the Capital Projects Fund ("CPF") program allows eligible entities to invest in capital assets that meet communities' critical needs in the short and long term. A key component of the CPF program is to make funding available for broadband infrastructure, especially in rural America, Tribal communities, and low-and moderate-income communities.

The State of Florida was awarded approximately \$366 million in grant funding for broadband initiatives. Broadband Internet is a critical component in Florida's plan to build a robust and modern infrastructure throughout the state, and more specifically in areas where broadband Internet service infrastructure is not yet available. These funds are expected to encourage job creation, capital investment, and the strengthening and diversification of local economies. Through the Multi-Purpose Community Facilities ("MPCF") subgrant program, the Office will award funds to subrecipients for the construction of or improvements to facilities designed to jointly and directly enable work, education, and health monitoring located in eligible communities with an identified critical need for the project. The availability and use of the CPF MPCF grant funds is governed by the State of Florida and Federal regulations and guidance.

2. Program Purpose

Through the CPF MPCF program, the Office aims to provide funds to subrecipients for the construction of or improvements to buildings designed to enable work, education, and health monitoring, located in eligible communities with an identified critical need. DEO will use \$86,933,757.00 of its allocated CPF funding for the program. The remaining CPF funding will be used for the Broadband Infrastructure Program and the Digital Connectivity Technology Program.

The primary objective of the CPF MPCF Program is to provide funds to subrecipients for the construction of or improvements to facilities designed to jointly and directly enable work, education, and health monitoring, located in eligible communities with an identified critical need for the project.

3. Program Schedule

DEO anticipates that eligible entities will be awarded grant funds prior to December 31, 2024, and all projects must be completed by December 31, 2026.

DEO currently estimates the following schedule relating to the CPF-MPCF projects:

Date	Milestone
June 26, 2023	Program Guidelines, Application, and Scoring Criteria posted to www.FloridaJobs.org/Broadband

Date	Milestone
July 5, 2023	Application Windows Opens
July 14, 2023	CPF MPCF Statewide Technical Assistance Webinar
October 5, 2023	Application Window Closes
November 17, 2023	Application Scoring Completed
December 15, 2023	Awards Announced
February 1, 2023	Awards Awarded
December 31, 2026	All Projects Completed

4. Eligibility Review

4.1. Eligible Projects

Based on the CPF program and the Florida DEO MPCF program narrative guidance, eligible projects are projects that directly support work, education, and health monitoring in response to the public health emergency. When applying for the grant, applicants should ensure that the proposed multi-purpose facility is: (a) designed to directly enable work, education, and health monitoring; (b) designed to address a critical need that resulted from or was made apparent or exacerbated by the public health emergency; and (c) designed to address a critical need of the community to be served by it.

Below are some examples of projects eligible for use of CPF MPCF grant funds:

- Projects designed to construct or improve full-service community schools and provide a comprehensive academic program to their students and adult education in the community at large; health monitoring to their students and the community; and workforce training or career counseling services that provide community members with the knowledge and skills needed to engage in work, including digital literacy training and information technology programs.
- Projects designed to construct or improve libraries and provide public access to the internet for work, education, and health monitoring purposes such as offering digital skills programs and supporting community members that are looking to engage in virtual learning.
- Projects designed to construct or improve community health centers and provide, in addition to health monitoring services, a broader range of services to the communities they serve, such as access to job counseling employment services and health education classes or internship programs for medical professionals. Deploy broadband infrastructure for improving access to community health services. Promote digital connectivity technology projects that include the purchase and/or installation of devices and equipment to facilitate broadband internet access. Deploy broadband internet infrastructure or purchasing digital health devices and equipment to enable access to telehealth services.

For more information regarding eligible projects within this program, refer to: https://www.floridajobs.org/docs/default-source/community-planning-development-and-services/broadband/multi-purpose-community-centers-project-narrative-final.pdf?sfvrsn=a73654b0_2.

4.2. Eligible Applicants

Eligibility to apply for the CPF MPCF grant funding will be based on several factors; including project eligibility, as stated by the Treasury and the State of Florida and described further below. Depending on the

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type of eligible projects, the overall list of applicants that are eligible for grant awards include governmental units (e.g., counties, municipalities), non-profit organizations, or private entities. Private entities can be in the form of corporations, limited liability companies, general partnerships, or limited partnerships. The eligible applicants under the categories contemplated by DEO are outlined below.

- I. **Workforce Education Broadband Infrastructure and Connectivity Projects:**
 - Eligible applicants for this type of projects include governmental units (e.g., municipalities, counties), non-profit organizations, private entities, broadband internet training institutions, law enforcement academies, nursing and critical health profession programs, state colleges and school boards, and information technology programs.
- II. **Community Libraries Infrastructure and Connectivity Projects:**
 - Eligible applicants for this type of projects include libraries.
- III. **Community Health Infrastructure and Connectivity Projects:**
 - Eligible applicants for this type of projects include governmental units (e.g., municipalities, counties), non-profit organizations, community anchor institutions, healthcare facilities, multi-purpose community centers, co-operatives, electric utilities, and private entities (such as Internet Service Providers).

4.3. Prioritization

Rural Communities with Economic Distress: Preference will be given to rural communities with demonstrated economic distress factors identified in section 288.0656(2)(c), Florida Statutes, including low per capita income, low per capita taxable values, high unemployment, high underemployment, low weekly earned wages compared to the state average, low housing values compared to the state average, high percentages of the population receiving public assistance, high poverty levels compared to the state average, and a lack of year-round stable employment opportunities. This includes the 29 Florida counties within three Rural Areas of Opportunity designated by the Governor under section 288.2656, Florida Statutes, a county under section 288.0656(2)(e), Florida Statutes, or a community designated as rural under section 288.0656(2)(e)(4), Florida Statutes.

When determining the communities to be served by the CPF MPCF program, applicants may choose to consider any available data, including, but not limited to federal and/or state collected data, such as the American Community Survey or the U.S. Department of Housing and Urban Development’s Qualified Census Tracts, related to internet use, device ownership, income, poverty, health, education, and employment; interviews with community members; reports from community organizations; documentation of existing facilities providing similar or identical services to those the CPF MPCF program is intended to provide; and any other information they deem relevant.

Priority will be given to areas of the state with low to moderate incomes as identified by the U.S. Department of Housing and Urban Development (HUD) data and high unemployment rates.

4.4. Eligible and Ineligible Costs

4.4.1. Eligible costs

- Costs of repair, rehabilitation, construction, improvement, and acquisition of real property, equipment (devices and office equipment).

- Soft costs such as fixtures, equipment, and initial outfitting, design services which result in construction documents, indirect costs of construction manager, contract staff associated with developing the facility.
- Ancillary costs necessary to operationalize and put the capital assets to full use, including costs to increase broadband adoption and improve digital literacy.
- Costs associated with monitoring of and reporting on projects in compliance with Treasury requirements, including closeout costs; and
- Costs associated with collecting and measuring performance data.

4.4.2. Ineligible costs

- Pre-project development costs.
- Costs associated with completing or filing an application for the grant.
- Any expense incurred prior to the formal acceptance and execution of the grant agreement.
- Costs associated with the operations and maintenance of the facility.
- Payment of interest or principal on outstanding debt instruments.
- Fees or issuance costs associated with the issuance of new debt; and
- Satisfaction of any obligation arising under or pursuant to a settlement agreement, judgment, consent decree, or judicially confirmed debt restructuring plan in a judicial, administrative, or regulatory proceeding.

5. Technical Assistance

DEO staff are available to provide support throughout the application process. Applicants are strongly encouraged to attend scheduled webinars and any technical assistance opportunities provided by the DEO. Applicants can find current information about the CPF MPCF program at www.FloridaJobs.org/Broadband. Questions regarding the CPF MPCF program should be sent to Broadband@DEO.MyFlorida.com.

Technical Assistance Web Portal: The DEO maintains the following website (<https://FloridaJobs.org/Broadband>) to provide potential applicants resources and guidance on the program.

In addition, the Office will continue to host technical assistance webinars. The schedule and related links to past recordings of these webinars will be posted here (<https://FloridaJobs.org/Broadband>). In addition, the DEO will provide technical assistance throughout the CPF MPCF program through virtual meetings. Information and process will be provided in the links mentioned above.

6. Maximum Limits

6.1. Maximum Limit

\$4 million is the limit on the requested grant award amount per application. In addition, \$6 million is the limit on the cumulative grant award per applicant across awards.

6.2. Waiver

DEO reserves the right to waive the maximum limit per application and/or per applicant on a case-by-case basis. For an application to be considered for a waiver, the application should receive a combined score on

the three categories of economic distress, project need and community impact of over 275 points (out of 550). Please refer to Section 8 for evaluation criteria.

7. MPCF Application Evaluation

7.1. Evaluation Process

7.1.1. Overview

The evaluation of an application to the CPF MPCF and selection of an applicant for an award will be based on the information submitted in the application including any required attachments and documentation. Failure to respond to each of the requirements in the application may be the basis for rejecting a response. DEO will accept applications for the MPCF through a competitive process that results in awards to applicants proposing projects that meet defined objectives.

All applications will undergo an initial review for eligibility and completeness, followed by a scoring review based upon the DEO scoring guidelines (as reflected herein). To maximize chances of receiving an award, applicants must be mindful of two key objectives while preparing the application:

- Level of Responsiveness: Provide all required information along with the specified attachments. Responses provided should be comprehensive, detailed, and clear.
- Grant Selection Criteria: Review this section to ensure that the application comprehensively addresses all requirements listed in the Evaluation Criteria and Consideration Factors section.

7.1.2. Responsiveness process

All applications will go through a responsiveness review to ensure each application has provided the necessary information required for further evaluation and scoring.

7.1.3. Scoring Review

Applications meeting the eligibility requirements will undergo a screening against the scoring criteria outlined herein and subsequently assigned a calculated score. The scoring criteria focuses on the following categories:

- A. Economic Distress
- B. Project Need
- C. Project Readiness
- D. Community Impact
- E. Project Budget
- F. Project Viability, Sustainability and Resiliency

This is a competitive grant application and eligibility for funding is based on scoring a minimum of 275 points out of a maximum 550 points. Based on the number of Applicants, the amounts applied for and awarded, and the score given to each application, the potential exists that not all Applicants scored as eligible for funding will be awarded funding.

8. Evaluation Criteria and Consideration Factors

8.1. Evaluation Criteria Overview

This section sets forth the specific scoring and evaluation criteria that will be used to evaluate and rank applications to potentially receive funding from the CPF MPCF program. There is no score that guarantees funding of an application. Scoring will be made on a competitive basis. Eligible Applicants must obtain a minimum evaluation score of 275 points to be considered for funding; however, this does not guarantee an award. Only the highest scoring applications may earn funding and total applications funded will be limited based on available funds to the program.

The funding application scoring system will include weighting factors that will result in selection of grantees most likely to achieve the specific program goals.

Table 2 – Application Evaluation Criteria

Evaluation Criteria	Maximum Points (550)
A. Economic Distress	100
A.1 Level of Economic Distress within Target Community	100
B. Project Need	100
B.1 Project Justification	50
B.2 Community Support	50
C. Project Readiness	50
C.1 Reasonableness of Project Schedule	15
C.2 Engineering Design Evidence	10
C.3 Environmental and Other Permits	25
D. Community Impact	150
D.1 Benefits to Community	75
D.2 Diversity of Services/Functions	25
D.3 Accessibility	25
D.4 CareerSource Florida Local Workforce Development Board (LWDB) Partnership	25
E. Project Budget	50
E.1 Budget Narrative and Reasonableness of Cost	50
F. Project Viability, Resiliency and Sustainability	100
F.1 Financial Capacity and Sustainability	10
F.2 Facility Resiliency	50
F.3 Organization Capability and Track Record	20
F.4 Operational Sustainability and Ownership	20

To maximize chances of receiving a high score under this review, Applicants must provide complete, comprehensive, and clear responses for all sections of the application and information requested.

This is a competitive grant application and eligibility for funding is based on scoring a minimum of 275 points out of a maximum 550 points. Based on the number of Applicants, the amounts applied for and awarded, and the score given to each application, the potential exists that not all Applicants scored as eligible for funding will be awarded funding.

8.2. Evaluation Criteria Consideration Factors

The evaluation criteria below apply to both existing projects and new construction projects. There are six (6) major evaluation criteria listed below with sub-categories and consideration factors identified for each. Under each sub-category, factors are listed for consideration that will be used to assign scoring points. The Applicant should answer all questions to enable a comprehensive, detailed review and scoring of the application.

8.2.1. Economic Distress (100 points)

This criteria evaluates how the project will serve an economically distressed area including a rural area of the state, as measured by the greatest percentage difference between the metrics of unemployment, poverty, or social vulnerability of the community/county and the statewide average.

A.1 Level of Economic Distress (Maximum 100 points)	
Key Areas	Factors for Consideration
<ul style="list-style-type: none"> The project targets a community in economic distress. Demonstration of the level of economic distress in the area served by the project. 	<ul style="list-style-type: none"> ✓ Project is a Rural Area of Opportunity as designated in Section 288.0656(7)(a), Florida Statutes and/or a fiscally constrained county identified in Section 218.67, Florida Statutes. ✓ Rates for unemployment, poverty, and vulnerability index are more adverse than Florida's statewide averages. ✓ Level of low- and moderate-income persons or households in the community. ✓ Children qualifying for School Lunch Program (reported by Florida Department of Education for the NSLP).

Economic Distress Factors

Economic Factors		Maximum Points 100
1	Facility is located within Rural Area of Opportunity	20
2	Poverty rate above state average	15
3	Unemployment rate above state average	15
4	Socioeconomic Vulnerability Index above state average	15
5	Free / reduced lunch eligibility	15
6	LMI Factor (see table below)	20

Note: For those applications that address all six economic factors listed above – maximum score will be 100 points. For other applications, based on which of these six economic factors are addressed, the score will be a sub-total of points shown in the table above for each category addressed.

Low to Moderate Income Factor (LMI)

LMI Factor	Maximum Points
	20
More than 55% LMI	20
Between 45.01% and 55% LMI	15
Between 35.01% and 45% LMI	10
35% or less LMI	5

8.2.2. Project Need (100 points)

The criteria in this section assess how well the Applicant makes a compelling case for this project through a project plan that is comprehensive and covers how the project targets the community's needs. In addition, this measures the level of community support within the proposed project area. Applicants who provide substantive evidence of community support will score higher.

B.1 Project Justification (Maximum 50 points)	
Key Areas	Factors for Consideration
<ul style="list-style-type: none"> The extent to which the project meets the following criteria. <ul style="list-style-type: none"> Designed to directly enable work, education, and health monitoring. Designed to address a critical need that resulted from or was made apparent or exacerbated by the public health emergency. Designed to address a critical need of the community to be served by the project. Demonstration of project need in the served community. 	<ul style="list-style-type: none"> ✓ Applicant has developed a compelling narrative to justify the need for the project including approach to identify the need. ✓ Applicant used evidence such as lack of community libraries with internet access, community schools with no access to employment and work-related services, health centers with limited internet and/or private areas for telehealth appointments to justify the need. ✓ Applicant should demonstrate that the facility has the required broadband connectivity and devices including: <ul style="list-style-type: none"> For existing facilities, details on current broadband connectivity at the facility and available/proposed devices. For new and existing facilities, details on whether Applicant has initiated discussions with Interest Service Providers to secure broadband connection to the facility.

B.2 Community Support (Maximum 50 points)	
Key Areas	Factors for Consideration
<ul style="list-style-type: none"> • The extent to which the project need is demonstrated through community support. • The extent to which Local Technology Planning Teams and other surveys were factored into defining the project to address specific needs identified. 	<ul style="list-style-type: none"> ✓ Evidence of community outreach efforts to demonstrate the need for the project. ✓ Other community feedback that shows compelling need and project support. ✓ If available, recent survey or other similar community-focused analyses regarding level of need, gaps, and project support. ✓ Degree to which teams conducted community-level activities including participating in Local Technology Planning Teams and research to determine the community's need for a multi-purpose facility.

8.2.3. Project Readiness (50 points)

This criteria assesses the readiness of the project by evaluating key activities carried out to date, the details of the project schedule, design, and the work related to environmental approvals and certificates is underway.

The following factors should be taken into consideration for evaluation and scoring process.

C.1 Reasonableness of Project Schedule (Maximum 15 points)	
Key Areas	Factors for Consideration
<ul style="list-style-type: none"> • Details of the project development activities carried out by the Applicant to date. • Reasonableness of the project schedule. • The extent to which the project meets or is expected to meet broadband connectivity needs. 	<ul style="list-style-type: none"> ✓ List of activities carried out by the Applicant to date. ✓ The degree to which the project schedule is detailed, structured, clear, and consistent with committed timelines for key activities. ✓ Detailed narrative on project schedule confirming that project completion will be prior to December 31, 2026. ✓ Identification of key execution risks and mitigation plan. ✓ Existing or proposed arrangements with Internet Service Providers and suppliers for broadband connectivity and/or devices.

C.2 Engineering Design Evidence (Maximum 10 points)

Key Areas	Factors for Consideration
<ul style="list-style-type: none"> Details regarding the engineering and design plans for the facility. 	<ul style="list-style-type: none"> ✓ Completeness of the Applicant's project design. ✓ Clear and detailed design of the facility and the services provided in each area. ✓ Contractors and vendors details (particularly for new construction). <p><i>Note: Professional engineer, architect, or similar certification is required.</i></p>

C.3 Environmental and Other Permits (Maximum 25 points)

Key Areas	Factors for Consideration
<ul style="list-style-type: none"> Details provided on environmental review process, and all required governmental approvals and permits as required for the proposed project. 	<ul style="list-style-type: none"> ✓ Clear and detailed list of the required approvals and permits. ✓ Concrete plan to secure the required approvals and permits. ✓ Completed environmental review process (e.g., Documentation of Certificate of Exemption/Categorically Excluded Not Subject To (CENST), if applicable; or documentation of the appropriate level environmental review has been completed, up to but not including publication or posting the Notice of Intent / Request for Release of Funds.

8.2.4. Community Impact (150 points)

This criteria measures the potential impact that the project could have within the proposed area. Specifically, this measures the degree to which the project will increase access to work, education, and health services, and promote community and economic development within the project area. In addition, this criteria looks at the project functions by evaluating the details of the services provided, degree of accessibility and asset plans in terms of ownership, operations, and maintenance.

D.1 Benefits to Community (Maximum 75 points)

Key Areas	Factors for Consideration
<ul style="list-style-type: none"> Details on how the proposed facility will address the current need and provide a benefit to the targeted community from a Work, Education, and Health Monitoring perspective. 	<ul style="list-style-type: none"> ✓ Narrative on the services that will be offered at the facility that are not currently available such access to training facilities, education, workforce, and health monitoring services, etc.

D.1 Benefits to Community (Maximum 75 points)

Key Areas	Factors for Consideration
<ul style="list-style-type: none"> Details on the benefits that the facility will have on the targeted community. Provide examples of potential uses of the proposed facility. Details on whether the project will have direct job creation and if it will prioritize workers from disadvantaged communities. 	<ul style="list-style-type: none"> ✓ Details on the facility benefits such as: <ul style="list-style-type: none"> ○ Inclusion of public location for access to digital devices for educational opportunities persons or households. ○ Inclusion of private areas where citizens can access their telehealth appointments or meet with healthcare providers. ✓ The number of new jobs created in the targeted community directly related to construction, operations and maintenance of the facility. ✓ Extent to which the proposed project has a plan to hire local workers from disadvantaged communities that have experienced disproportionately poor work, education, and health outcomes demonstrated by federal, state, and other relevant data, reports from the targeted community/communities. ✓ Access to digital devices at a public or accessible location to provide educational opportunities and services including certification programs, in-person training programs and classes to develop technological skills. ✓ Provision of private spaces and relate devices to facilitate telehealth services.

D.2 Diversity of Services/Functions (Maximum 25 points)

Key Areas	Factors for Consideration
<ul style="list-style-type: none"> Project addresses other services and/or functions in addition to addressing the core requirements for CPF eligibility. 	<ul style="list-style-type: none"> ✓ Availability of other functional areas including recreational such as basketball courts and exercise areas. ✓ Availability of municipal services such as police and fire.

D.3 Accessibility (Maximum 25 points)

Key Areas	Factors for Consideration
<ul style="list-style-type: none"> Details on the facility location and its surroundings. 	<ul style="list-style-type: none"> ✓ Proximity and access to public transportation.

D.3 Accessibility (Maximum 25 points)

Key Areas	Factors for Consideration
<ul style="list-style-type: none"> Required and recommended services offered at the location in relation to accessibility to the facility, including accessibility for individuals with disabilities. 	<ul style="list-style-type: none"> ✓ Proximity to community anchor institutions, and other end user facilities. ✓ Does the facility meet all accessibility requirements established by state and federal laws? ✓ Does the facility provide unrestricted access during normal business hours? ✓ Does the facility offer services to those hindered by language barriers, methods for training, and access for workforce related activities.

Note: Applicants whose existing facilities are not fully accessible to individuals with disabilities are urged to work toward compliance with the Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973.

D.4 CareerSource Florida Local Workforce Development Board (LWDB) (Maximum 25 points)

Key Areas	Factors for Consideration
<ul style="list-style-type: none"> Demonstration and evidence of partnership and collaboration between the applicant and CareerSource Florida including the extent to which CareerSource is used to provide training courses, assist with job postings, established on-site meetings to assist job applicants etc. Contemplation of partnerships with state colleges and technical centers. 	<ul style="list-style-type: none"> ✓ Level of coordination and information sharing between applicant and CareerSource Florida including whether the applicant has conducted and/or participated in regular meetings with CareerSource Florida. ✓ Evidence of an overall plan for the community, more specifically a plan to host weekly or monthly meetings/training and provide information and services at no cost to users of the facility that seek to enter or re-enter the job market. ✓ Evidence of planning for training courses, and approach to soliciting support from the local workforce development board on job postings.

8.2.5. Project Budget (50 points)

Applicant should provide information on the budget narrative and should identify all major expenditure categories and the total sums for categories. Applicant should also provide details on the annual operating and maintenance cost of the facility.

E.1 Budget Narrative and Reasonableness of Cost (Maximum 50 points)	
Key Areas	Factors for Consideration
<ul style="list-style-type: none"> • Narrative explaining the various cost categories and providing the rationale for the costs. • Reasonableness of the capital budget for the project. • Reasonableness of the annual operating budget for the project. 	<ul style="list-style-type: none"> ✓ Level of detail provided in the budget narrative for the project. ✓ Level of detail of the total project costs including a narrative on all major capital expenditure categories and the total sums for those categories. ✓ Level of detail provided on the annual costs for operating and maintaining the facility. <p><i>The cost elements should include, as applicable, engineering design, permitting, construction and labor costs, and other costs associated with a new facility i.e., acquisition of property for development.</i></p>

8.2.6. Project Viability, Resiliency and Sustainability (100 points)

Application should clearly demonstrate that the proposed project is financially and operational viable, ensures resiliency, Applicant organization has necessary resources, and experience to deliver the proposed project within budget and schedule, and that the Applicant organization has an experience for successfully executing similar project(s).

F.1 Financial Capacity and Sustainability (Maximum 10 points)	
Key Areas	Factors for Consideration
<ul style="list-style-type: none"> • Applicant's financial capacity consistent with the project size and operations proposed. • The applicant's ability to obligate and expend funds by program deadlines. • Demonstration of the project's financial sustainability. 	<ul style="list-style-type: none"> ✓ If applicable, audited financial statements of the applicant and other documentation, or financial records to demonstrate financial stability. ✓ Clear identification of additional funding sources and proof of financing being available. ✓ Evidence that the Applicant has the financial capacity to operate and maintain the facility for a period of 5 years after project completion. ✓ Verified financial resources to the project from the Applicant and/or any qualified community partner(s). ✓ Detailed narrative explaining how the grant recipient will obligate and spend funds in compliance with the program deadlines.

F.1 Financial Capacity and Sustainability (Maximum 10 points)

Key Areas	Factors for Consideration
	<ul style="list-style-type: none"> ✓ Discussion of key financial risks that could impede sustainability (e.g., cost overruns) and mitigation strategies.

F.2 Facility Resiliency (Maximum 50 points)

Key Areas	Factors for Consideration
<ul style="list-style-type: none"> • Details regarding the resiliency of the planned facility. • Details on whether the planned facility is environmentally sustainable and energy efficient. 	<ul style="list-style-type: none"> ✓ Provide evidence of plans to ensure resiliency of the facility such as: <ul style="list-style-type: none"> ○ Planning for redundancy in power generation (i.e., having a backup generator). ○ Considering alternative sources of power such as photo-voltaic panels, thermal hot water heaters, etc. ○ Constructing or rehabilitating facilities with materials that are more resilient to weather changes. ○ Leveraging ICC/NSSA 500 Standard for the Design and Construction of Storm Shelters code standards for both new construction and existing facilities. ✓ Planning for the facilities to function as a storm shelter.

F.3 Organization Capability and Track Record (Maximum 20 points)

Key Areas	Factors for Consideration
<ul style="list-style-type: none"> • Demonstration that the Applicant is well positioned to contract, operate, and maintain the facility for a period of initial 5 years after the project completion. • Demonstration of the Applicant's experience and track record to execute and operate similar project(s). • If applicable, demonstration of viable partnerships including public-private partnerships. • If applicable, details regarding the partner's organizational capability. 	<ul style="list-style-type: none"> ✓ Details regarding the Applicant's ability to complete construction and operate and maintain the facility for at least 5 years after project completion. ✓ Details on the Applicant's key personnel experience in areas similar to the project. ✓ Details that the Applicant has delivered projects of similar size in the last 5 years. ✓ Details regarding partnerships including public-private partnerships or coordination between the Applicant and local entities to implement, operate, and sustain the project.

F.3 Organization Capability and Track Record (Maximum 20 points)

Key Areas	Factors for Consideration
	✓ Details regarding the partner's experience in having developed a similar project.

F.4 Operational Sustainability and Ownership (Maximum 20 points)

Key Areas	Factors for Consideration
<ul style="list-style-type: none"> • Details related to project ownership and duration of operations. • How does the Applicant plan to fund the operations and maintenance of the facility? 	<ul style="list-style-type: none"> ✓ Evidence of facility and equipment ownership either through a) lease agreement with guaranteed rights of renewal, or b) a commercial lease agreement with at least 10 years remaining, c) copy of the facility deed or d) outright purchase of a facility and/or equipment. Confirmation that ownership of the facility and equipment will be retained by the Applicant. ✓ Evidence and confirmation that the facility will conduct eligible activities for a minimum of five years after completion of the project.

Note: Applicants must own the facility to apply for any exterior rehabilitation initiatives.

9. Grant Agreement and Terms and Conditions

Once the Office validates the application's completeness and the applicant eligibility for funding by achieving the threshold score, and is identified as an awarded applicant, the applicant's authorized representative will execute a Grant Agreement with the DEO.

The Grant Agreement will, among other things, contain terms and conditions related to the following:

1. Description of the services.
2. Roles and responsibilities.
3. Grant payment schedule.
4. Eligible uses of funds.
5. Period of performance.
6. Accounting and reporting requirements.
7. Compliance requirements.
8. Remedies for noncompliance including but not limited to return of funds.
9. Audit practices.
10. Recording keeping.
11. Internal controls; and

12. Other terms required by Federal law.

10. Compliance and Reporting Requirements

Guidance provided in this document is meant to be used as a helpful resource but is not intended to be exhaustive and does not guarantee compliance with the federal requirements. Federal requirements included here are those that may be of particular importance to subrecipients who may receive federal funding for broadband programs. The descriptions below are only general summaries and all recipients and subrecipients are advised to carefully review the full requirements as well as any additional regulatory and statutory requirements applicable to the program from the respective sources. In addition to meeting the federal requirements outlined below, the subgrantee needs to meet applicable state and local requirements as well.

10.1. Specific Guidance

10.1.1. Procurement Standards

Recipients and subrecipients must follow the procurement requirements outlined in 2 C.F.R. Parts 200.317 through 200.326 for the acquisition of property or services required under a federal award or subaward. Non-federal entities must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

The Uniform Guidance establishes that all procurement transactions for property or services must be conducted in a manner providing full and open competition consistent with standards outlined in 2 C.F.R. Part 200.320. 2 CFR 200.320 describes methods of procurement based on two procurement thresholds: the Micro purchase threshold (MPT) and the Simplified Acquisition Threshold (SAT).

Micro-purchase threshold (MPT) - 2 CFR 200.320(a)(1): Purchase of supplies and services for a price below the MPT, currently set at \$10,000, are not required to be solicited competitively. However, there are circumstances when a recipient may have an MPT that is greater than \$10,000. For example, all non-federal entities may increase their MPT up to \$50,000 if they follow the protocols described in 200.320(a)(1)(iv). Additionally, non-federal entities such as metropolitan cities, counties, non-entitlement units of local government, and Tribes may use their own MPT if they follow the protocols described in 200.320(a)(1)(iv).

Simplified Acquisition Threshold (SAT) - 2 CFR 200.320(a)(2): Purchases of property and services at a price above the recipient's MPT and below the SAT, currently set at \$250,000, may be made following the small purchase procedures described in the definition of SAT in 2 CFR 200.1 and 2 CFR 200.320(a)(2). Procurement of property and services.

Small purchase procedures. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources as determined appropriate by the non-Federal entity.

10.1.2. Labor Agreements and Standards

Awardees must comply with all applicable federal labor laws and regulations, and with all requirements for state, and local laws and ordinances to the extent that such requirements do not conflict with federal laws. Recipients and subrecipients of federal funds will be required to comply with federal labor standards, including but not limited to:

- a) Labor Standards Provisions of 29 C.F.R. Part 5

- b) Contract Work Hours and Safety Standards Act of 1962, as amended (40 U.S.C. 3701- 3708)
- c) Federal Fair Labor Standards Act of 1938, as amended (29 U.S.C. 201-219)
- d) Copeland "Anti-Kickback" Act (18 U.S.C. 874).

10.2. General Guidance

Applicability: Under 2 C.F.R. Part 200.101, the terms and conditions of federal awards generally flow down to subcontracts and subawards. This means that non-federal entities must comply with requirements regardless of whether the non-federal entity is a recipient or subrecipient of a federal award.

Internal Controls: Per 2 C.F.R. Part 200.303, all non-federal entities must establish effective internal controls to ensure that funding decisions constitute eligible uses of funds and document determinations.

Allowable Costs: As outlined in the Uniform Guidance at 2 C.F.R. PART 200, Subpart E regarding Cost Principles, allowable costs are based on the premise that a recipient is responsible for the effective administration of federal awards, application of sound management practices, and administration of federal funds in a manner consistent with the program objectives and terms and conditions of the award. Any costs reimbursed with program funds must be reasonable and allocable, as described in 2 C.F.R. Parts 200.404 and 200.405, respectively.

Real Property and Equipment: Equipment and real property acquired with federal funds must be used for the originally authorized purpose. Consistent with 2 C.F.R. Part 200.311 and 2 C.F.R. Part 200.313, any equipment or real property acquired using federal funds shall vest in the non-federal entity. A non-federal entity must request disposition instructions for real property from the awarding agency, which may include the retention of the title, sale of the property, or transfer of the title. In the event that original or replacement grant-funded equipment is no longer needed for the original project or program, the non-federal entity must dispose of the property in accordance with 2 C.F.R. Part 200.313.

The Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (42 U.S.C. 4601-4655) (URA) and implementing regulations in 49 C.F.R. Part 24 are also applicable.

Prohibition on Certain Telecommunications and Video Surveillance Services, Equipment, and Costs. Recipients and subrecipients may not use grant funds to procure or obtain certain telecommunications and video surveillance services or equipment provided or produced by designated entities, including certain entities owned or controlled by the People's Republic of China, 2 C.F.R. Part 200.216. Under 2 C.F.R. Part 200.471, certain telecommunications and video surveillance costs associated with 2 C.F.R. Part 200.216 are unallowable.

Closeout: Any funds not obligated or expended for eligible uses in the eligible cost timeframe must be returned to the federal agency.

SAM.gov Registration: Pursuant to 2 C.F.R. Part 25, each applicant must obtain a Unique Entity Identifier from the federal System for Award Management (SAM) prior to receiving a subgrant agreement.

10.3. Reporting Requirements

Monitoring and Reporting: Pursuant to 2 C.F.R. Part 200.332, recipients are responsible for monitoring and overseeing subrecipients' use of funds and other activities related to the award to ensure that subrecipients comply with the applicable statutory and regulatory requirements, and the terms and conditions of the award.

Financial Reporting: Financial and performance information will be required at least annually, using OMB-approved standard government-wide information collections, as per 2 C.F.R. Part 200.328.

Access to Records: Pursuant to 2 C.F.R. Part 200.337, representatives have the right of access to any documents, papers, or other records of the non-federal entity which are pertinent to the federal award, in order to make audits, examinations, excerpts, and transcripts. The rights of access in this section are not limited to the required retention period but last as long as the records are retained.

10.4. Other Requirements

The requirements and regulations above provide a broad overview of the requirements and regulations that apply to federally funded broadband programs and are not meant to be an exhaustive list of all the requirements and regulations that subrecipients will be subject to. Other requirements include, but are not limited to:

- a) The Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. Part 200) in general.
- b) The Hatch Act (5 U.S.C. 1501-1508 and 7324-7328).
- c) Governmentwide Requirements for Drug-Free Workplace (31 C.F.R. Part 20).
- d) New Restrictions on Lobbying (31 C.F.R. Part 21).
- e) Protections for Whistleblowers (41 U.S.C. 4712).
- f) False Claims Act (31 U.S.C. 3729-3733).
- g) Rules and Procedures for Efficient Federal-State Funds Transfers (31 C.F.R. Part 205).
- h) Single Audit Act Amendments of 1996 (31 U.S.C. 7501-7507).



HISTORIC TOWN OF EATONVILLE, FLORIDA

TOWN COUNCIL WORKSHOP

AUGUST 28, 2023, AT 5:30 PM

Cover Sheet

****NOTE**** Please do not change the formatting of this document (font style, size, paragraph spacing etc.)

ITEM TITLE: Review Eatonville Annual Financial Audit With Carr, Riggs, And Ingram CPA. (**Finance**)

TOWN COUNCIL ACTION:

PROCLAMATIONS, AWARDS, AND PRESENTATIONS		Department: FINANCE
INTRODUCTIONS		Exhibits: <ul style="list-style-type: none"> Proposed Annual CFRA Report
CONSENT AGENDA		
COUNCIL DISCUSSION	YES	
ADMINISTRATIVE		

REQUEST: Staff requests review of Annual Comprehensive Financial Report completed by Carr, Riggs & Ingram CPA FY 2022 financial audit.

SUMMARY: Attached is the completed independent auditor's report from Carr, Riggs & Ingram for the year ending September 30, 2022. This audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the Town's basic financial statements. The enterprise fund budgetary comparison schedules are presented for the purpose of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally under state statutes.

RECOMMENDATION: Staff requests review of Annual Comprehensive Financial Report completed by Carr, Riggs & Ingram CPA FY 2022 financial audit.

FISCAL & EFFICIENCY DATA: N/A

ANNUAL COMPREHENSIVE FINANCIAL REPORT

Town of Eatonville, Florida

For the Fiscal Year Ended September 30, 2022



TOWN OF EATONVILLE ELECTED OFFICIALS



ANGIE GARDNER

MAYOR



THEODORE WASHINGTON

SEAT 2



RODNEY DANIELS

(VICE MAYOR) SEAT



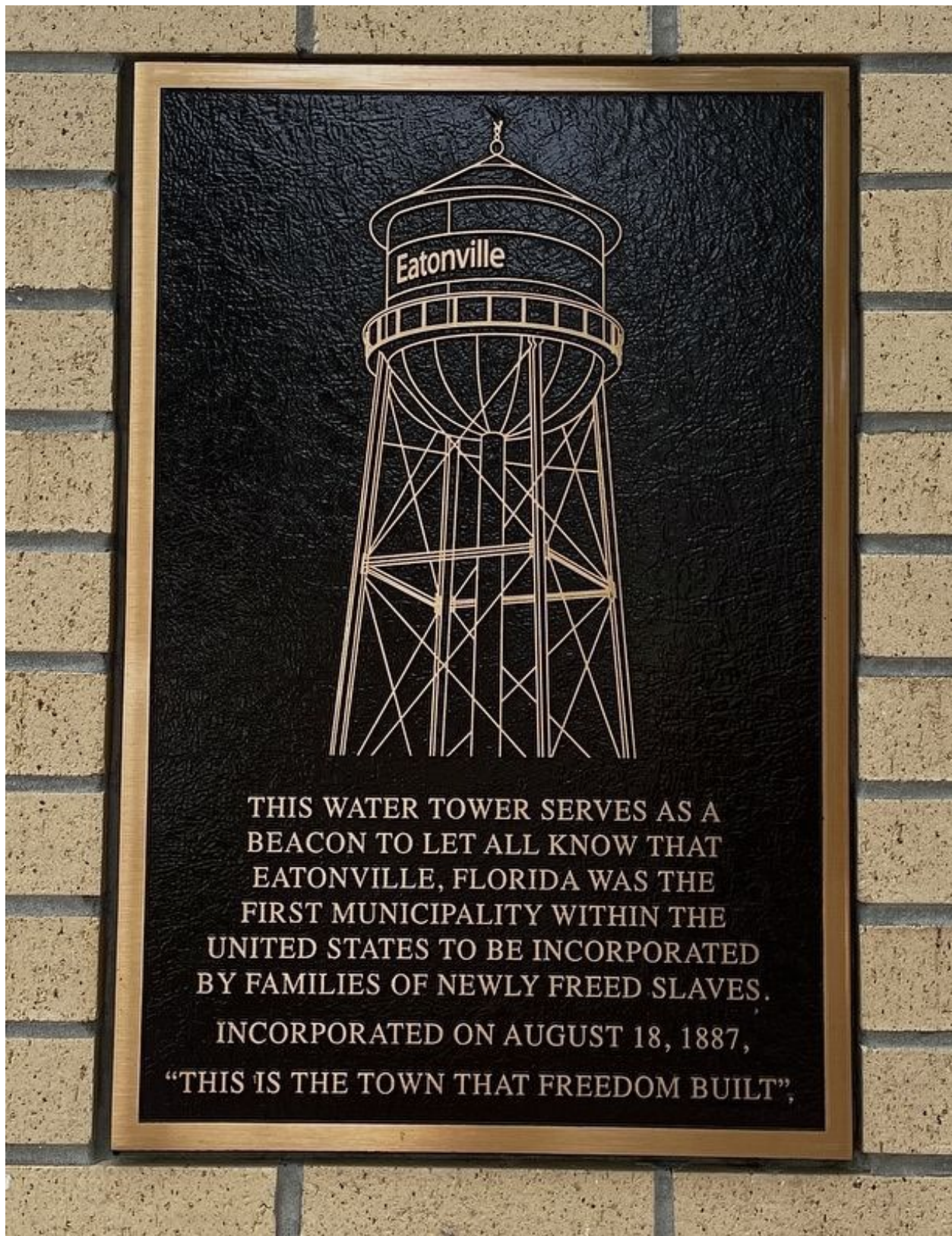
MARLIN DANIELS

SEAT 4



WANDA RANDOLPH

SEAT 5





Town of Eatonville, Florida

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Will be updated once we receive management response.	
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INDEPENDENT AUDITORS' REPORT

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INDEPENDENT AUDITORS' REPORT

Honorable Mayor and Members of the Town Council
Town of Eatonville, Florida

Report on the Audit of the Financial Statements

Opinions

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the Town of Eatonville, Florida (hereafter "the Town") as of and for the year ended September 30, 2022, and the related notes to the financial statements, which collectively comprise the Town's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the Town, as of ended September 30, 2022, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Town, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Emphasis of Matter

As described in Note 1 to the financial statements, in fiscal year 2022, the Town adopted new accounting guidance, GASB Statement No. 87, *Leases*. Our opinion is not modified with respect to this matter.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Town's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Town's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Town's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and required supplementary information, as listed in the table of contents, be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the Town’s basic financial statements. The enterprise fund budgetary comparison schedules are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the enterprise fund budgetary comparison schedules are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated DATE, on our consideration of the Town of Eatonville, Florida’s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Town of Eatonville, Florida’s internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Town of Eatonville, Florida’s internal control over financial reporting and compliance.

CARR, RIGGS & INGRAM, LLC
Orlando, Florida
DATE

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MANAGEMENT'S DISCUSSION & ANALYSIS (MD&A)

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Management’s Discussion and Analysis

As the Administration of the Town of Eatonville, Florida (the Town), we offer readers of the Town's financial statements this narrative overview and analysis of the financial activities of the Town as of and for the fiscal year ended September 30, 2022. Please read our discussion and analysis of the Town’s financial activities for the year ended September 30, 2022, in conjunction with the Town’s basic financial statements, which immediately follow the discussion.

Financial Highlights

The assets and deferred outflows of resources of the Town exceeded its liabilities and deferred inflows of resources at the close of the most recent fiscal year by \$14,311,686 (*net position*). The Town’s total net position increased by \$519,664 during fiscal year 2022, including a \$27,790 increase in business-type activities and a \$491,874 increase in governmental activities.

Overview of the Financial Statements

This discussion and analysis is intended to serve as an introduction to the Town’s basic financial statements. The Town’s basic financial statements are comprised of three components: (1) Government-wide financial statements, (2) Fund financial statements, and (3) Notes to the financial statements. This report also contains required and other supplementary information in addition to the basic financial statements themselves.

Government-wide financial statements: The *government-wide financial statements* are designed to provide readers with a broad overview of the Town's finances, in a manner similar to a private-sector business.

The *Statement of Net Position* presents information on all the Town assets and deferred outflows of resources, and liabilities and deferred inflows of resources, with the difference between the two being reported as *net position*. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the Town is improving or deteriorating.

The *Statement of Activities* presents information that demonstrates how the Town's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, *regardless of the timing of related cash flows*. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods (for example, uncollected taxes and earned but unused vacation leave).

Both government-wide financial statements distinguish functions of the Town that are principally supported by taxes and intergovernmental revenues (*governmental activities*) from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (*business-type activities*).

The governmental activities of the Town include general government, human services, public safety, community redevelopment, physical environment, economic development, and culture and recreation. The business-type activities of the Town include water and sewer, solid waste and stormwater operations.

The government-wide financial statements include not only the Town itself (known as the *primary government*), but also a legally separate Community Redevelopment Agency (CRA), for which the Town is financially accountable. The CRA, although a legally separate entity, functions for all practical purposes as a department of the Town and, therefore, has been included as an integral part of the primary government.

The Town’s government-wide financial statements can be found on pages 13 - 14 of this report.

Fund Financial Statements. A *fund* is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The Town, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All of the funds of the Town can be divided into three categories: Governmental funds, Proprietary funds, and Fiduciary funds.

Governmental Fund: *Governmental funds* are used to account for essentially the same functions reported as *governmental activities* in the government-wide financial statements. However, unlike the government-wide financial statements, governmental funds’ financial statements focus on *near-term inflows and outflows of spendable resources*, as well as on *balances of spendable resources* available at the end of the fiscal year. Such information may be useful in evaluating the Town's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for *governmental funds* with similar information presented for *governmental activities* in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the Town's near-term financing decisions. Both the governmental funds’ Balance Sheet and the governmental funds’ Statement of Revenues, Expenditures, and Changes in Fund Balances provide a reconciliation to facilitate this comparison between *governmental funds* and *governmental activities*.

The Town maintains the following two individual governmental funds: General Fund and Community Redevelopment Agency Fund. Information is presented separately in the governmental fund balance sheet, and in the governmental funds’ Statement of Revenues, Expenditures, and Changes in Fund Balances for these funds. The Town adopts an annual appropriated budget for its enterprise funds and its governmental funds. Budgetary comparison schedules have been provided to demonstrate compliance with the budget. The basic governmental funds’ financial statements can be found on pages 15 - 18 of this report.

Proprietary Funds: The Town maintains three enterprise funds, which are used to report the same functions presented as *business-type activities* in the government-wide financial statements. The Town uses enterprise funds to account for its water and sewer, solid waste, and stormwater operations. Proprietary funds provide the same type of information as the government-wide financial statements, only in more detail. The proprietary funds’ financial statements provide separate information for the water and sewer, solid waste, and stormwater operations. The basic proprietary funds’ financial statements can be found on pages 19 - 21 of this report.

Fiduciary Funds: Fiduciary funds are used to account for resources held for the benefit of parties outside the government. Fiduciary funds are not reflected in the government-wide financial statements because the resources of those funds are not available to support the Town’s own programs. The accounting used for fiduciary funds is much like that used for proprietary funds. The basic fiduciary fund financial statements are for the Police Pension Trust Fund and can be found on pages 22 - 23 of this report.

Notes to the Financial Statements: The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes to the financial statements can be found on pages 24 - 57 of this report.

Other Information: In addition to the basic financial statements and accompanying notes, this report presents certain *required supplementary information* concerning the Town's General Fund's and Community Redevelopment Agency Fund's budget compliance and schedules of changes in the net pension asset and schedules of contributions related to the Town of Eatonville Municipal Police Officers' Retirement Trust Fund (the Plan). Required supplementary information can be found on pages 58 - 62 of this report.

Additional budgetary information is presented immediately following the required supplementary information and can be found on pages 63 – 65 of this report.

Government-wide Financial Analysis

As noted earlier, net position may serve over time as a useful indicator of the Town's financial position. In the case of the Town, assets plus deferred outflows of resources exceeded liabilities and deferred inflows by \$14,311,686 at the close of the most recent fiscal year.

The following schedule is a summary of the Statement of Net Position found on page 13 of this report.

	Governmental Activities		Business-type Activities		Total	
	2022	2021	2022	2021	2022	2021
Assets						
Current and other assets	\$ 6,629,449	\$ 5,165,298	\$ (397,687)	\$ (1,210,030)	\$ 6,231,762	\$ 3,955,268
Capital assets	6,350,954	6,585,333	7,195,686	7,200,919	13,546,640	13,786,252
Total assets	12,980,403	11,750,631	6,797,999	5,990,889	19,778,402	17,741,520
Deferred outflows of resources	336,126	154,998	-	-	336,126	154,998
Liabilities						
Other liabilities	512,214	747,954	1,175,137	312,392	1,687,351	1,060,346
Long-term liabilities	738,972	790,247	1,943,466	2,026,891	2,682,438	2,817,138
Total liabilities	1,251,186	1,538,201	3,118,603	2,339,283	4,369,789	3,877,484
Deferred inflows of resources	1,433,053	229,900	-	-	1,433,053	229,900
Net Position						
Net investment in capital assets	5,737,413	5,894,117	5,261,265	5,179,923	10,998,678	11,074,040
Restricted	834,640	920,421	-	-	834,640	920,421
Unrestricted (deficit)	4,060,237	3,325,878	(1,581,869)	(1,528,317)	2,478,368	1,797,561
Total net position	\$ 10,632,290	\$ 10,140,416	\$ 3,679,396	\$ 3,651,606	\$ 14,311,686	\$ 13,792,022

By far the largest portion of the Town's net position, \$10,998,678 reflects its investment in capital assets (e.g., land, buildings, machinery, and equipment), less any related debt used to acquire those assets. The Town uses these capital assets to provide services to citizens; consequently, these assets are not available for future spending. Although the Town's investment in its capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

\$834,640 of the Town's net position represents resources that are subject to external restrictions on how they may be used.

At the end of the current fiscal year, the Town reported a negative unrestricted net position in the business-type activities of \$1,581,869 and positive balances in all other categories of net position for both the governmental activities and business-type activities.

Governmental Activities: Total assets and deferred outflows increased \$1,446,462 (13%) from the prior year, while total liabilities and deferred inflows increased \$951,700 (71%) from the prior year. Key elements of these changes are as follows:

- The net pension asset and deferred outflows related to pensions decreased \$181,128, while deferred inflows related to pensions increased \$1,203,153. These changes are primarily due to a change in actuarial assumptions and expected to actual experience (see detailed discussion of the pension plan on pages 60 - 62 of this report).
- Capital assets decreased \$234,379, \$268,799 of which was current year accumulated depreciation, offset by \$34,420 in capital asset additions.
- Long-term liabilities decreased \$51,275, primarily due to no additional capital leases in during the year and \$75,627 of regular payments on notes and capital leases.

Business-type Activities: Total assets decreased \$807,110 (13%) from the prior year while total liabilities decreased \$779,320 (25%) from the prior year. Key elements of these changes are as follows:

- Capital assets decreased \$5,233, primarily due to current year additions of \$372,492, of which \$231,323 were costs for a new water meter system for the Town, offset with accumulated depreciation increase of \$377,783.
- Internal balances that were eliminated in the amount of \$2,016,582 due to amounts owed to the Water and Sewer Fund due from Solid Waste and Stormwater Funds, as well as amounts due to the general fund were reported as internal balances, net.

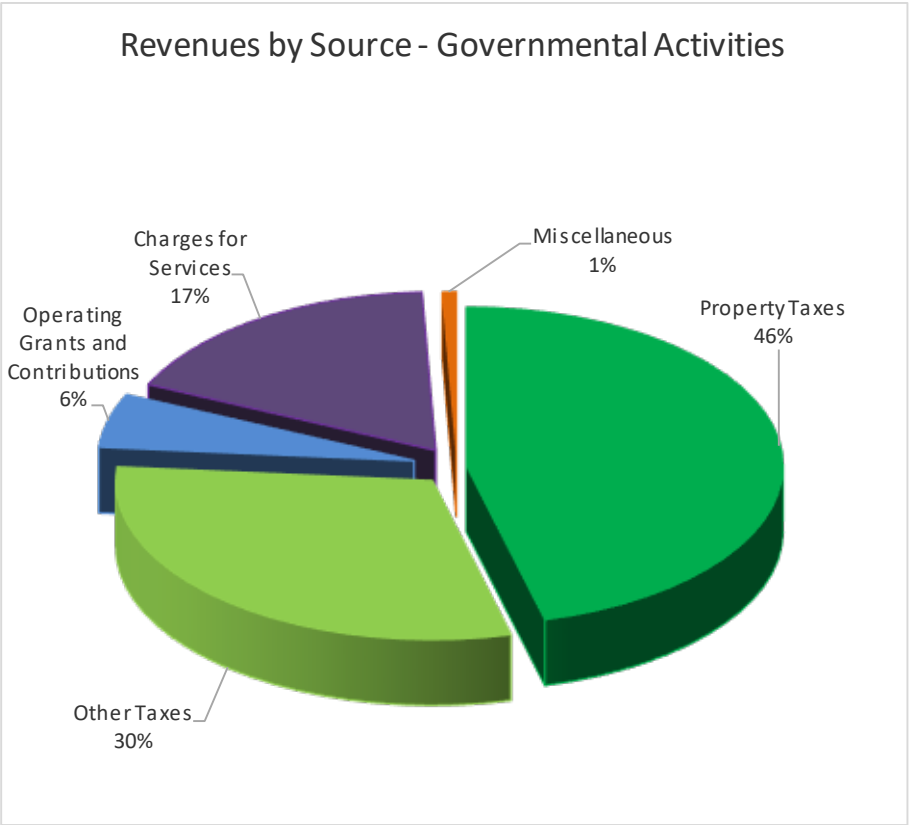
The following schedule is a summary of the Statement of Activities on page 14 of this report.

	Governmental Activities		Business-type Activities		Total	
	2022	2021	2022	2021	2022	2021
Revenues						
Program revenues:						
Charges for Services	\$ 828,808	\$ 402,968	\$ 1,194,487	\$ 1,269,377	\$ 2,023,295	\$ 1,672,345
Operating grants and contributions	259,449	282,276	231,323	-	490,772	282,276
Capital grants and contributions	105,193	-	-	94,036	105,193	94,036
General revenues					-	-
Property taxes	2,184,431	2,197,931	-	-	2,184,431	2,197,931
Other taxes	1,441,806	1,340,300	-	-	1,441,806	1,340,300
Other revenues	33,224	28,909	-	-	33,224	28,909
Gain on sale of capital assets	-	-	-	-	-	-
Total revenues	4,852,911	4,252,384	1,425,810	1,363,413	6,278,721	5,615,797
Expenses						
General government	2,095,039	1,570,398	-	-	2,095,039	1,570,398
Public safety	1,702,082	1,597,839	-	-	1,702,082	1,597,839
Physical environment	316,749	264,078	-	-	316,749	264,078
Economic environment	9,101	7,380	-	-	9,101	7,380
Human services	-	17,298	-	-	-	17,298
Culture and recreation	223,198	211,512	-	-	223,198	211,512
Interest on long-term debt	22,412	24,180	-	-	22,412	24,180
Water and sewer	-	-	774,453	954,125	774,453	954,125
Solid waste	-	-	487,028	301,010	487,028	301,010
Stormwater	-	-	128,995	125,232	128,995	125,232
Total expenses	4,368,581	3,692,685	1,390,476	1,380,367	5,759,057	5,073,052
Increase (decrease) in net position before transfers	484,330	559,699	35,334	(16,954)	519,664	542,745
Transfers	7,544	(55,000)	(7,544)	55,000	-	-
Change in net position	491,874	504,699	27,790	38,046	519,664	542,745
Net position - beginning	10,140,416	9,635,717	3,651,606	3,613,560	13,792,022	13,249,277
Net position - ending	\$ 10,632,290	\$ 10,140,416	\$ 3,679,396	\$ 3,651,606	\$ 14,311,686	\$ 13,792,022

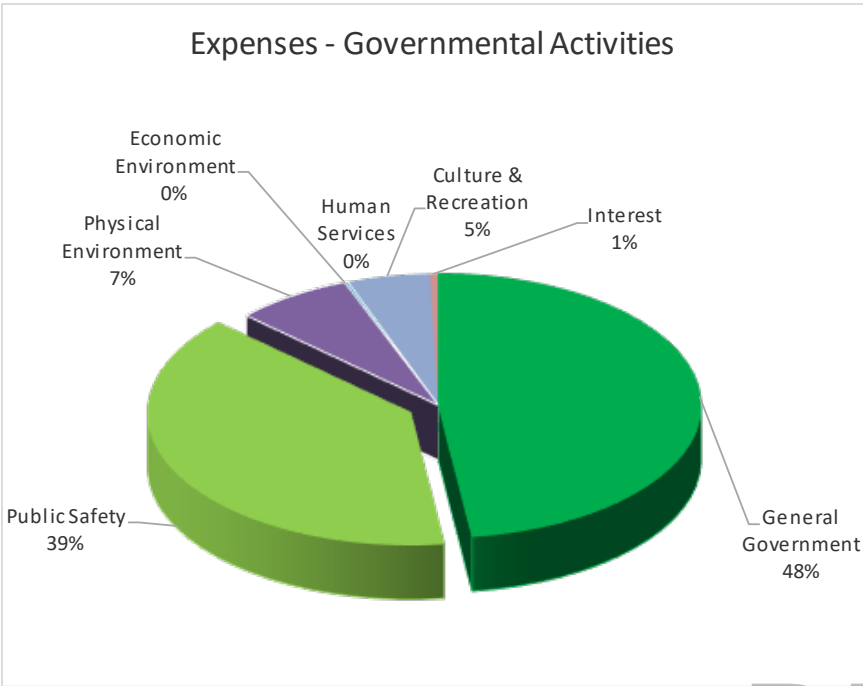
Governmental Activities: Governmental activities increased net position by \$491,874, compared to an increase of \$504,699 in the prior year. Key elements of changes as a result of activities are as follows:

- General government expenses increased \$524,641 (33%) primarily as a result of an increase in salary and wages and contractual services.
- Charges for services revenues increased \$425,840 (106%) due to an increase in building permit applications and site inspection fees as a result of a recent residential development.
- Capital grants and contributions increased \$105,193 primarily due to increase in impact fees as a result of new residential developments.

The following chart shows the composition of revenues for the Town’s governmental activities.

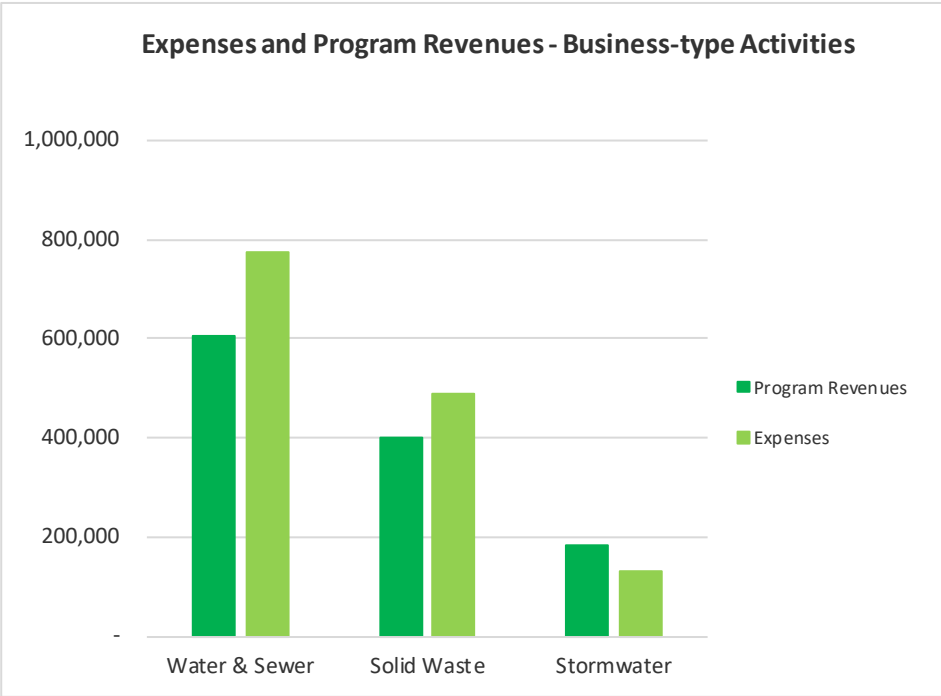


The following chart shows the Town’s expenses by category.



Business-type Activities: Business-type activities increased net position by \$27,790, compared to an increase of \$38,046 in the prior year.

The following chart compares expenses and program revenues for the Town’s business-type activities.



Financial Analysis of the Town of Eatonville's Funds

As noted earlier, the Town uses fund accounting to ensure and demonstrate compliance with the legal requirements for financially related matters.

Governmental Funds: The focus of the Town’s governmental funds is to provide information on near-term inflows, outflows, and balances of spendable resources. Such information is useful in assessing the Town’s financing requirements. In particular, the fund balance serves as a useful measure of a government's net resources available for spending at the end of the fiscal year.

At the end of the current fiscal year, the Town’s governmental funds reported combined ending fund balances of \$4,653,893, an increase of \$735,221 for the year. Approximately 80% (\$3,715,286) constitutes unassigned fund balance, which is available for spending at the Town’s discretion. The remainder of the fund balance is classified as non-spendable (\$103,967), and restricted (\$834,640).

The General Fund is the chief operating fund of the Town. At the end of the current fiscal year, the Town reported a positive fund balance of \$3,819,253 for the General Fund, an increase of \$860,928 from the prior year. As a measure of the General Fund’s liquidity, it may be useful to compare the unassigned fund balance to total expenditures. As of September 30, 2022, the General Fund’s unassigned fund balance represents 102% of total General Fund expenditures.

The fund balance of the Town’s CRA Fund decreased \$125,707 from the prior year to \$834,640. Operating costs of \$499,363 within the CRA fell above revenue sources of \$358,719.

Proprietary Funds: The Town's proprietary funds provide the same type of information found in the government-wide financial statements, but in more detail.

The unrestricted net deficit of the Water and Sewer, Solid Waste and Stormwater Funds at the end of the year amounted to \$1,581,869 with an unrestricted \$3,535,783 deficit in the Water and Sewer Fund offsetting positive balances in the other funds. The Water and Sewer fund decreased net position and the Solid Waste and Stormwater Funds increased net positions by (\$1,953,914), \$904,142 and \$1,049,772, respectively.

The Town intends to rebuild the net position of the Water and Sewer Fund through a change to the utility rate structure and increases in overall utility rates. Other factors concerning the finances of these three funds have already been addressed in the discussion of the Town's business-type activities.

General Fund Budgetary Highlights: During the year there were \$3,693,235 budgeted expenditures, which were less than actual expenditures by \$67,364 as shown below.

Expenditures	Budgeted Amounts		Actual Amounts	Variances
	Original	Final		Final Budget Positive/ (Negative)
General government	\$ 1,535,253	\$ 1,535,253	\$ 1,671,729	\$ (136,476)
Public safety	1,603,378	1,603,378	1,616,335	(12,957)
Physical environment	207,592	207,592	194,700	12,892
Economic environment	7,684	7,684	9,101	(1,417)
Human services	27,615	27,615	-	27,615
Culture/recreation	23,700	23,700	20,308	3,392
Capital outlay	202,263	202,263	34,420	167,843
Debt service:				
Principal	55,000	55,000	57,282	(2,282)
Interest	30,750	30,750	21,996	8,754
Total expenditures	\$ 3,693,235	\$ 3,693,235	\$ 3,625,871	\$ 67,364

Capital Asset and Debt Administration

Long-term Debt: At the end of the current fiscal year, the Town had \$2,682,438 in total long-term debt outstanding. Of this amount, \$596,325 consists of a loan, and the related premium, through the Florida Municipal Loan Council; \$1,934,421 consists of State Revolving Fund loans; \$22,138 consists of lease liabilities; and the remainder consists of compensated absences obligations.

The State Revolving Fund loans with the State of Florida Department of Environmental Protection are for wastewater facilities improvement projects, with initial draws occurring in fiscal year 2013. Repayments for one of the loans began in fiscal year 2017 and repayments on the second loan began in fiscal year 2018.

Additional information on the Town’s long-term liabilities can be found in Note 2, pages 43 - 46 of this report.

Capital Assets: The Town's capital assets for its governmental and business-type activities as of September 30, 2022 amounted to \$13,546,640 (net of accumulated depreciation). Capital assets includes land, infrastructure, buildings, improvements, machinery and equipment, and recreational facilities. Additional information on the Town's capital assets can be found in Note 2 on pages 41 - 42 of this report.

Economic Factors

General economic conditions are increasingly positive in recent years. Although the Town's fund balances and cash flows are well below desired levels, recent development has begun on a major planned development project in the Town that will increase tax revenue and help add stability to the General Fund. In addition to development by external sources, the Town has been awarded some major infrastructure grants that will be beneficial to the Capital Improvement Programs associated with Water and Sewer Utilities which will strengthen the utility and add stability also.

Requests for Information

This financial report is designed to provide a general overview of the Town's finances for all those with an interest in the government's finances. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to the Office of the Finance Director, Town of Eatonville, 307 Kennedy Blvd., Eatonville, Florida, 32751.

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BASIC FINANCIAL STATEMENTS

The basic financial statements include the government-wide financial statements, fund financial statements and notes to the financial statements. The government-wide financial statements present financial information about the reporting government as a whole. The fund financial statements present financial information about major funds individually and non-major funds in the aggregate. The notes to the financial statements present information essential for a fair presentation of the financial statements not displayed on the face of the financial statements.

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Town of Eatonville, Florida

Statement of Net Position

September 30, 2022	Primary Government		
	Governmental Activities	Business-type Activities	Total
Assets			
Cash and cash equivalents	\$ 2,690,830	\$ 1,189,394	\$ 3,880,224
Accounts receivable, net	649,364	175,449	824,813
Leases receivable	1,243,432	-	1,243,432
Due from other governments	37,426	23,517	60,943
Prepaid items and other assets	108,889	-	108,889
Internal balances	1,750,485	(1,786,047)	(35,562)
Net pension asset	149,023	-	149,023
Capital assets net of accumulated depreciation:			
Nondepreciable	1,014,679	2,500	1,017,179
Depreciable	5,336,275	7,193,186	12,529,461
Total assets	12,980,403	6,797,999	19,778,402
Deferred Outflows of Resources			
Deferred outflows related to pensions	336,126	-	336,126
Total deferred outflows of resources	336,126	-	336,126
Liabilities			
Accounts payable	357,227	31,416	388,643
Accrued liabilities	94,627	183,910	278,537
Unearned revenues	19,292	860,309	879,601
Other liabilities	41,068	-	41,068
Customer deposits	-	99,502	99,502
Long-term liabilities:			
Due within one year	139,040	76,445	215,485
Due in more than one year	599,932	1,867,021	2,466,953
Total liabilities	1,251,186	3,118,603	4,369,789
Deferred Inflows of Resources			
Deferred inflows related to leases	1,318,467	-	1,318,467
Deferred inflows related to pensions	114,586	-	114,586
Total deferred inflows of resources	1,433,053	-	1,433,053
Net Position			
Net investment in capital assets	5,737,413	5,261,265	10,998,678
Restricted for:			
Economic environment	834,640	-	834,640
Unrestricted (deficit)	4,060,237	(1,581,869)	2,478,368
Total net position	\$ 10,632,290	\$ 3,679,396	\$ 14,311,686

The notes to the financial statements are an integral part of this statement.

Town of Eatonville, Florida

Statement of Activities

For the year ended September 30, 2022		Program Revenues				Net (Expense) Revenue and Changes in Net Position		
						Primary Government		
Functions/Programs	Expenses	Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions		Governmental Activities	Business-type Activities	Total
Primary government:								
Governmental activities:								
General government	\$ 2,095,039	\$ 717,930	\$ 128,713	105,193		\$ (1,143,203)	\$ -	\$ (1,143,203)
Public safety	1,702,082	11,198	117,433	-		(1,573,451)	-	(1,573,451)
Physical environment	316,749	37,902	-	-		(278,847)	-	(278,847)
Economic environment	9,101	-	-	-		(9,101)	-	(9,101)
Human services	-	-	13,303	-		13,303	-	13,303
Culture/recreation	223,198	61,778	-	-		(161,420)	-	(161,420)
Interest on long-term debt	22,412	-	-	-		(22,412)	-	(22,412)
Total governmental activities	4,368,581	828,808	259,449	105,193		(3,175,131)	-	(3,175,131)
Business-type activities:								
Water and sewer	774,453	607,468	231,323	-		-	64,338	64,338
Solid waste	487,028	402,087	-	-		-	(84,941)	(84,941)
Stormwater	128,995	184,932	-	-		-	55,937	55,937
Total business-type activities	1,390,476	1,194,487	231,323	-		-	35,334	35,334
Total primary government	\$ 5,759,057	\$ 2,023,295	\$ 490,772	\$ 105,193		(3,175,131)	35,334	(3,139,797)
General revenues:								
Property taxes						2,184,431	-	2,184,431
Franchise fees based on gross receipts						385,668	-	385,668
Sales taxes						401,542	-	401,542
Utility service taxes						654,596	-	654,596
Miscellaneous and other taxes						11,132	-	11,132
Unrestricted investment earnings						22,092	-	22,092
Transfers, net						7,544	(7,544)	-
Total general revenues and transfers						3,667,005	(7,544)	3,659,461
Change in net position						491,874	27,790	519,664
Net position, beginning of year						10,140,416	3,651,606	13,792,022
Net position, end of year						\$ 10,632,290	\$ 3,679,396	\$ 14,311,686

The notes to the financial statements are an integral part of this statement.

Town of Eatonville, Florida
Balance Sheet – Governmental Funds

<i>September 30, 2022</i>	General	Community Redevelopment Agency	Total Governmental Funds
Assets			
Cash and cash equivalents	\$ 2,049,955	\$ 640,875	\$ 2,690,830
Accounts receivable, net	649,364	-	649,364
Leases receivable	1,243,432	-	1,243,432
Due from other funds	1,861,494	193,765	2,055,259
Due from other governments	1,864	-	1,864
Prepaid items	103,967	-	103,967
Total assets	\$ 5,910,076	\$ 834,640	\$ 6,744,716
Liabilities			
Liabilities			
Accounts payable	\$ 357,227	\$ -	\$ 357,227
Accrued liabilities	85,557	-	85,557
Unearned revenue	19,292	-	19,292
Due to other funds	269,212	-	269,212
Other liabilities	41,068	-	41,068
Total liabilities	772,356	-	772,356
Deferred Inflows of Resources			
Deferred inflows-leases	1,318,467	-	1,318,467
Total deferred inflows of resources	1,318,467	-	1,318,467
Fund balances			
Nonspendable			
Prepaid items	103,967	-	103,967
Restricted for			
Community Redevelopment Agency	-	834,640	834,640
Unassigned	3,715,286	-	3,715,286
Total fund balances	3,819,253	834,640	4,653,893
Total liabilities, deferred inflows of resources and fund balance	\$ 5,910,076	\$ 834,640	\$ 6,744,716

The notes to the financial statements are an integral part of this statement.

Town of Eatonville, Florida

Reconciliation of the Balance Sheet –

Governmental Funds to the Statement of Net Position

September 30, 2022

Total fund balances - governmental funds		\$	4,653,893
Amounts reported for governmental activities in the statement of net position are different because:			
Capital assets used in governmental activities are not financial resources and, therefore, are not reported in the funds.			
	Governmental capital assets	12,478,242	
	Less accumulated depreciation and amortization	<u>(6,127,288)</u>	6,350,954
Net pension asset included in total assets is not available to pay current expenditures and, therefore, is not reported in the funds.			
			149,023
Governmental funds record bond insurance costs as expenditures when these costs are first incurred. Unamortized bond insurance costs must be included as a prepaid item in the government-wide statements.			
			4,922
Long-term liabilities, including compensated absences, are not due and payable in the current period and, therefore, are not reported in the funds.			
	Notes payable	(575,000)	
	Unamortized premium	(21,325)	
	Lease liabilities	(22,138)	
	Compensated absences	(120,509)	
	Accrued interest on long-term debt	<u>(9,070)</u>	(748,042)
Deferred outflow of resources related to pension earnings are not recognized in the governmental funds; however, they are recorded in the statement of net position under full accrual accounting.			
			336,126
Deferred inflow of resources related to pension earnings are not recognized in governmental funds; however, they are recorded in the statement of net position under full accrual accounting.			
			(114,586)
Net position of governmental activities		\$	<u>10,632,290</u>

Town of Eatonville, Florida
Statement of Revenues, Expenditures and Changes in Fund Balances -
Governmental Funds

<i>For the year ended September 30, 2022</i>	General	Community Redevelopment Agency	Total Governmental Funds
Revenue			
Ad valorem taxes	\$ 1,833,931	\$ 350,500	\$ 2,184,431
Utility taxes	654,596	-	654,596
Franchise fees	385,668	-	385,668
Sales tax	401,542	-	401,542
Intergovernmental revenues	160,892	-	160,892
Licenses and permits	594,904	-	594,904
Charges for services	186,455	-	186,455
Fines and forfeitures	155,149	-	155,149
Interest income	20,981	1,111	22,092
Rental and other income	100,074	7,108	107,182
Total revenues	4,494,192	358,719	4,852,911
Expenditures			
Current			
General government	1,671,729	312,191	1,983,920
Public safety	1,616,335	-	1,616,335
Physical environment	194,700	-	194,700
Economic environment	9,101	-	9,101
Culture/recreation	20,308	167,586	187,894
Capital outlay	34,420	-	34,420
Debt service:			
Principal	57,282	18,345	75,627
Interest and other related charges	21,996	1,241	23,237
Total expenditures	3,625,871	499,363	4,125,234
Excess (deficiency) of revenues over (under) expenditures	868,321	(140,644)	727,677
Other Financing Sources (Uses)			
Transfers in	-	14,937	14,937
Transfers out	(7,393)	-	(7,393)
Total other financing sources (uses)	(7,393)	14,937	7,544
Net change in fund balances	860,928	(125,707)	735,221
Fund balance, beginning of year	2,958,325	960,347	3,918,672
Fund balance, end of year	\$ 3,819,253	\$ 834,640	\$ 4,653,893

The notes to the financial statements are an integral part of this statement.

Town of Eatonville, Florida

Reconciliation of the Statement of Revenues, Expenditures and

Changes in Fund Balances –

Governmental Funds to the Statement of Activities

For the year ended September 30,

2022

Net change in fund balances - total governmental funds

\$ 735,221

Amounts reported for governmental activities in the statement of activities are different because:

Governmental funds report capital outlays as expenditures. However, in the statement of activities the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense. This is the amount by which depreciation (\$268,799) exceeded capitalized capital outlay (\$34,420) in the current period.

(234,379)

Repayment of note principal is an expenditure in the governmental funds, but the repayment reduces long-term liabilities in the statement of net position.

75,627

Insurance for governmental debt is recorded as an expenditure in the governmental funds. However, in the government-wide statements, this insurance is recorded as a prepaid item and amortized over the life of the policy.

(617)

Some expenses reported in the statement of activities do not provide (or do not require) the use of current financial resources and, therefore, are not reported as expenditures in governmental funds.

(Increase) in compensated absences payable	(27,017)	
Decrease in unamortized premium	2,665	
Decrease in accrued interest on long-term debt	824	(23,528)

Pension expense is reported in the Statement of Activities, which differs from pension expenditures as reported in governmental funds.

Increase in net pension asset	(356,892)	
Decrease in deferred outflows related to pensions	181,128	
Decrease in deferred inflows related to pensions	115,314	(60,450)

Change in net position of governmental activities

\$ 491,874

Town of Eatonville, Florida
Statement of Net Position -
Proprietary Funds

September 30, 2022	Business-type Activities - Enterprise Funds			
	Water and Sewer	Solid Waste	Stormwater	Total
Assets				
Current assets				
Cash and cash equivalents	\$ 1,186,952	\$ -	\$ 2,442	\$ 1,189,394
Accounts receivable, net	79,748	65,714	29,987	175,449
Due from other governments	23,517	-	-	23,517
Total current assets	1,290,217	65,714	32,429	1,388,360
Noncurrent assets				
Due from other funds	-	965,439	1,051,143	2,016,582
Capital assets				
Capital assets not being depreciated				
Land	2,500	-	-	2,500
Total non-depreciable capital assets	2,500	-	-	2,500
Capital assets being depreciated				
Buildings and improvements	11,504,287	-	-	11,504,287
Equipment	272,688	-	125,187	397,875
Total depreciable assets	11,776,975	-	125,187	11,902,162
Less accumulated depreciation	(4,598,362)	-	(110,614)	(4,708,976)
Total depreciable capital assets, net of accumulated depreciation	7,178,613	-	14,573	7,193,186
Total noncurrent assets	7,181,113	965,439	1,065,716	9,212,268
Total assets	8,471,330	1,031,153	1,098,145	10,600,628
Liabilities				
Current liabilities				
Accounts payable	25,907	-	5,509	31,416
Accrued liabilities	32,175	127,011	24,724	183,910
Unearned revenues	860,309	-	-	860,309
Current portion of notes payable	70,689	-	-	70,689
Current portion of compensated absences	2,394	-	3,362	5,756
Customer deposits	99,502	-	-	99,502
Total current liabilities	1,090,976	127,011	33,595	1,251,582
Noncurrent liabilities				
Due to other funds	3,802,629	-	-	3,802,629
Compensated absences	3,084	-	205	3,289
Notes payable	1,863,732	-	-	1,863,732
Total noncurrent liabilities	5,669,445	-	205	5,669,650
Total liabilities	6,760,421	127,011	33,800	6,921,232
Net Position				
Net investment in capital assets	5,246,692	-	14,573	5,261,265
Unrestricted (deficit)	(3,535,783)	904,142	1,049,772	(1,581,869)
Total net position	\$ 1,710,909	\$ 904,142	\$ 1,064,345	\$ 3,679,396

The notes to the financial statements are an integral part of this statement.

Town of Eatonville, Florida

**Statement of Revenues, Expenses and Changes in Fund Net Position -
Proprietary Funds**

<i>For the year ended September 30, 2022</i>	Business-type Activities - Enterprise Funds			
	Water and Sewer	Solid Waste	Stormwater	Total
Operating Revenues				
Charges for services	\$ 607,468	\$ 402,087	\$ 184,932	\$ 1,194,487
Total operating revenues	607,468	402,087	184,932	1,194,487
Operating Expenses				
Personnel services	149,259	-	94,799	244,058
Operating	248,292	487,028	33,023	768,343
Depreciation expense	376,902	-	1,173	378,075
Total operating expenses	774,453	487,028	128,995	1,390,476
Operating income (loss)	(166,985)	(84,941)	55,937	(195,989)
Non-operating revenues				
Operating grant revenue	231,323	-	-	231,323
Total non-operating revenues	231,323	-	-	231,323
Operating income (loss) before contributions and transfers	64,338	(84,941)	55,937	35,334
Transfers out	(7,544)	-	-	(7,544)
Change in net position	56,794	(84,941)	55,937	27,790
Net position - beginning of year	1,654,115	989,083	1,008,408	3,651,606
Net position - end of year	\$ 1,710,909	\$ 904,142	\$ 1,064,345	\$ 3,679,396

Town of Eatonville, Florida
Statement of Cash Flows -
Proprietary Funds

<i>For the year ended September 30, 2022</i>	Business-type Activities - Enterprise Funds			
	Water and Sewer	Solid Waste	Stormwater	Total
Operating Activities				
Cash received from customers	\$ 639,717	\$ 400,413	\$ 184,739	\$ 1,224,869
Cash payments to suppliers for goods and services	602,149	(487,028)	(27,882)	87,239
Cash payments to employees for services	(141,388)	-	(94,799)	(236,187)
Net cash provided by (used in) operating activities	1,100,478	(86,615)	62,058	1,075,921
Noncapital Financing Activities				
Borrowings from other funds	49,594	-	-	49,594
Loans and reimbursements to other funds	-	86,615	(86,611)	4
Operating grants and contributions	231,323	-	-	231,323
Transfers in from other funds	(7,544)	-	-	(7,544)
Net cash provided by (used in) noncapital financing activities	273,373	86,615	(86,611)	273,377
Capital and Related Financing Activities				
Acquisition and construction of capital assets	(372,785)	-	(57)	(372,842)
Proceeds from state revolving loan	-	-	-	-
Principal paid on notes payable	(86,575)	-	-	(86,575)
Other non-operating revenue (expenses)	-	-	-	-
Net cash used in capital and related financing activities	(459,360)	-	(57)	(459,417)
Net increase in cash and cash equivalents	914,491	-	(24,610)	889,881
Cash and cash equivalents, beginning of year	272,461	-	27,052	299,513
Cash and cash equivalents, end of year	\$ 1,186,952	\$ -	\$ 2,442	\$ 1,189,394
Reconciliation of operating income (loss) to net cash provided by (used in) operating activities				
Operating income (loss) before contributions	\$ (166,985)	\$ (84,941)	\$ 55,937	\$ (195,989)
Adjustment to reconcile operating income (loss) to net cash provided by (used in) operating activities:				
Depreciation	376,902	-	1,173	378,075
Change in assets and liabilities				
Accounts receivable	29,808	(1,674)	(193)	27,941
Accounts payable	14,557	-	5,509	20,066
Accrued liabilities	5,995	-	(1,642)	4,353
Unearned revenues	835,884	-	-	835,884
Customer deposits	2,441	-	-	2,441
Compensated absences	1,876	-	1,274	3,150
Total adjustments	1,267,463	(1,674)	6,121	1,271,910
Net cash provided by (used in) operating activities	\$ 1,100,478	\$ (86,615)	\$ 62,058	\$ 1,075,921

The notes to the financial statements are an integral part of this statement.

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Town of Eatonville, Florida

Statement of Fiduciary Net Position -

Fiduciary Fund

September 30, 2022	Police Pension
	Trust Fund
Assets	
Money market mutual funds	\$ 76,162
Investments, at fair value	1,982,081
Accrued interest and dividends	7,123
<hr/>	
Total assets	2,065,366
<hr/>	
Net Position	
Restricted for pension benefits	\$ 2,065,366
<hr/>	

Town of Eatonville, Florida

Statement of Changes in Fiduciary Net Position -

Fiduciary Fund

September 30, 2022	Police Pensions Trust Fund
Additions	
Contributions	
Plan members	\$ 32,681
Total contributions	32,681
Investment earnings	
Interest	57,331
Investment income, net of investment expense	68,169
Total investment earnings	125,500
Total additions	158,181
Deductions	
Benefit payments including refunds of contributions	38,792
Administrative expenses	17,900
Unrealized losses on investments	372,976
Total deductions	429,668
Change in net position	(271,487)
Net position restricted for pension benefits, beginning of year	2,336,853
Net position restricted for pension benefits, end of year	\$ 2,065,366

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NOTES TO THE FINANCIAL STATEMENTS

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Town of Eatonville, Florida

Notes to Financial Statements

Note 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The Town of Eatonville, Florida (the Town) was first incorporated on August 18, 1887. The Town was subsequently abolished and simultaneously recreated on June 14, 1967 under the Laws of Florida Chapter 67-1361 House Bill No. 876. Situated on the northeast corner of Orange County, approximately 10 miles north of Orlando, Eatonville is popularly known as *“The first municipality in the United States of America incorporated by persons of African-American descent.”* The Town operates under a Mayor and Council form of government and provides the following services as authorized by its charter: general government, public safety, public works, culture, recreation, and water works.

The Town maintains its accounting in accordance with generally accepted accounting principles (GAAP), as applied to governmental units, which are promulgated by the Governmental Accounting Standards Board (GASB). A summary of the Town's significant accounting policies applied in the preparation of the accompanying financial statements follows.

The Reporting Entity

The Town is a municipal corporation with a five-member Town Council comprised of the Mayor and four Council persons. As required by GAAP, these financial statements represent the Town of Eatonville (the primary government) and the Town of Eatonville Community Redevelopment Agency (CRA), a component unit, for which the Town of Eatonville is considered to be financially accountable. The CRA is presented as a blended component unit, although a legally separate entity, because it is in substance part of the Town’s operations and the Town’s Council is its governing body. Therefore, the accounts of the CRA are combined with the accounts of the primary government and are presented as a special revenue fund and issued separate stand-alone audited financial statements. The Town has no component units that require discrete presentation.

Pursuant to the requirements of Chapter 163, Part III of Florida Statutes, the Town, with the consent of Orange County, and through a Town Ordinance, created the CRA to foster improvement activities in Eatonville. The CRA uses future tax increment revenues to fund a variety of improvement projects.

Government-Wide and Fund Financial Statements

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the non-fiduciary activities of the Town and its component unit. Governmental activities, which normally are supported by taxes and intergovernmental revenues, are reported separately from business-type activities, which rely to a significant extent on fees and charges for support.

Town of Eatonville, Florida Notes to Financial Statements

Note 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Government-Wide and Fund Financial Statements (Continued)

The Statement of Activities demonstrates the degree to which the direct expenses of a given function or segment are offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or segment. Program revenues include 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as general revenues.

Separate financial statements are provided for governmental funds and proprietary funds. Major individual governmental funds and enterprise funds are reported as separate columns in the fund financial statements.

Measurement Focus, Basis of Accounting, and Financial Statement Presentation

The accounting and financial reporting treatment is determined by the applicable measurement focus and basis of accounting. Measurement focus indicates the type of resources being measured such as *current financial resources* or *economic resources*. The basis of accounting indicates the timing of transactions or events for recognition in the financial statements.

The government-wide financial statements are reported using the *economic resources measurement focus* and the *accrual basis of accounting*. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility and timing requirements imposed by the provider have been met.

The governmental fund financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting*. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences, and claims and judgments, are recorded only when payment is due. General capital asset acquisitions are reported as expenditures in governmental funds. Issuance of long-term debt and acquisitions under lease liabilities are reported as other financing sources.

Town of Eatonville, Florida

Notes to Financial Statements

Note 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Measurement Focus, Basis of Accounting, and Financial Statement Presentation (Continued)

Property taxes, utility taxes, sales taxes, franchise taxes, licenses, charges for services, rental income and interest associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. Expenditure-driven grants are recognized as revenue when the qualifying expenditures have been incurred and all other eligibility requirements have been met, and the amount is received during the period or within the availability period for this revenue source (within 60 days of year-end). All other revenue items are considered to be measurable and available only when cash is received by the Town.

The proprietary and pension trust funds are reported using the *economic resources measurement* focus and the *accrual basis of accounting*.

Government-Wide Financial Statements

While separate government-wide and fund financial statements are presented, they are interrelated. The governmental activities column incorporates data from governmental funds and internal service funds, while business-type activities incorporate data from the Town’s enterprise funds. Separate financial statements are provided for governmental funds, proprietary funds, and fiduciary funds, even though the latter are excluded from the government-wide financial statements.

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements.

Fund Financial Statements

The fund financial statements provide information about the Town’s funds, including its fiduciary funds. Separate statements for each fund category—governmental, proprietary, and fiduciary—are presented. The emphasis of fund financial statements is on major governmental and enterprise funds, and fiduciary funds each displayed in a separate column. Major individual governmental and enterprise funds are reported as separate columns in the fund financial statements.

The Town reports the following major governmental funds:

The *General* fund is the Town’s primary operating fund. It accounts for all financial resources except those accounted for in another fund.

The *Community Redevelopment Agency* fund accounts for all sources and uses of financial resources provided by increased ad valorem tax value in the geographically designated area. Resources are consumed in operations and improvements specifically designated by the CRA.

Town of Eatonville, Florida Notes to Financial Statements

Note 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Fund Financial Statements (Continued)

The Town reports the following major proprietary funds:

The *Water and Sewer* fund accounts for the operating activities related to providing water treatment and distribution services, and sewage treatment to all areas within the Town limits.

The *Solid Waste* fund accounts for the Town's garbage and recycling pick up and disposal activities.

The *Stormwater* fund accounts for the construction and maintenance of the Town's stormwater systems and pollution from stormwater runoff.

The Town reports the following fiduciary fund:

The *Police Pension Trust* Fund accounts for funds in the same manner as the proprietary funds, using the same measurement focus and basis of accounting. The trust fund accounts for the assets of the police officers' pension plan. Plan member contributions are recognized in the period in which contributions are due. Employer contributions are recognized when due and the employer has made a formal commitment to provide the contributions. Benefits and refunds are recognized when due and payable in accordance with the terms of the Plan.

During the course of operations, the Town has activity between funds for various purposes. Any residual balances outstanding at year end are reported as due from/to other funds. While these balances are reported in fund financial statements, certain eliminations are made in the preparation of the government-wide financial statements. Balances between the funds included in governmental activities (i.e., the governmental and internal service funds) are eliminated so that only the net amount is included as internal balances in the governmental activities column.

Similarly, balances between the funds included in business-type activities (i.e., the enterprise funds) are eliminated so that only the net amount is included as internal balances in the business-type activities column.

Further, certain activity occurs during the year involving transfers of resources between funds. In fund financial statements these amounts are reported at gross amounts as transfers in/out. While reported in fund financial statements, certain eliminations are made in the preparation of the government-wide financial statements.

Transfers between the funds included in governmental activities are eliminated so that only the net amount is included as transfers in the governmental activities column.

Similarly, balances between the funds included in business-type activities are eliminated so that only the net amount is included as transfers in the business-type activities column.

Town of Eatonville, Florida

Notes to Financial Statements

Note 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Budgetary Information

Annual budgets are adopted on a basis consistent with generally accepted accounting principles for the General Fund and the Community Redevelopment Fund.

The appropriated budget is prepared by fund, function, and department. The Town’s department heads may make transfers of appropriations within a department. Transfers of appropriations between departments require the approval of the council. The legal level of budgetary control (i.e., the level at which expenditures may not legally exceed appropriations) is the fund level.

Appropriations in all budgeted governmental funds lapse at the end of the fiscal year even if they have related encumbrances. Encumbrances are commitments related to unperformed (executory) contracts for goods or services (i.e., purchase orders, contracts, and commitments). Encumbrance accounting is utilized to the extent necessary to assure effective budgetary control and accountability and to facilitate effective cash planning and control. While all appropriations and encumbrances lapse at year end, valid outstanding encumbrances (those for which performance under the executory contract is expected in the next year) are re-appropriated and become part of the subsequent year’s budget pursuant to state regulations.

Assets, Deferred Outflows, Liabilities, Deferred Inflows, and Net Position or Equity

Cash and Cash Equivalents

The Town’s cash and cash equivalents are considered to be cash on hand, demand deposits, and short-term investments with original maturities of three months or less from the date of acquisition.

Investments

Investments for the Town are reported at fair value (generally based on quoted market prices).

Receivables and Payables

Allowance for doubtful accounts – Accounts receivable have been reported net of the allowance for doubtful accounts. Accounts receivable in excess of 60 days are subject to being considered as uncollectible.

Leases Receivable - The Town’s leases receivable are measured at the present value of lease payments expected to be received during the least term. Under the lease agreement, the Town may receive variable lease payments that are dependent upon the lessee’s revenue. The variable payments are recorded as an inflow of resources in the period the payment is received.

Unearned revenue – Unearned revenue recorded on the governmental fund balance sheet represents amounts received before eligibility requirements are met.

Town of Eatonville, Florida

Notes to Financial Statements

Note 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Assets, Deferred Outflows, Liabilities, Deferred Inflows, and Net Position or Equity (Continued)

Interfund Activities and Transactions

During the course of operations, numerous transactions occur between individual funds for goods provided or services rendered. These receivables and payables are classified as “due from other funds” or “due to other funds” within the fund financial statements. Long-term borrowings between funds are classified as “advances to other funds” or “advances from other funds” in the fund financial statements. These amounts are eliminated in the governmental and business-type activities columns of the statement of net position, except for any residual balance outstanding.

Interfund transactions are reflected as services provided, reimbursements, or transfers. Services provided, deemed to be at or near market rates, are treated as revenues and expenditures/expenses. Reimbursements are when a fund incurs a cost, charges the appropriate benefitting fund, and reduces its related cost as a reimbursement. All other interfund transactions are treated as transfers. Transfers between governmental or business-type funds are netted as part of the reconciliation to the government-wide presentation.

Prepaid Items

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both the government-wide and fund financial statements. The cost of prepaid items is recorded as expenditures/expenses when consumed rather than when purchased.

Capital Assets

Capital assets, which include property, plant, equipment and right-to-use assets are reported in the applicable governmental or business-type activities columns in the government-wide financial statements. Capital assets are defined by the government as assets with an initial, individual cost of \$1,000 and an estimated useful life in excess of two years. Such assets are recorded at historical cost or estimated historical cost if purchased. Donated capital assets are recorded at acquisition value at the date of the donation.

The cost of normal maintenance and repairs that do not add to the value of the asset or materially extend asset lives are not capitalized.

Town of Eatonville, Florida

Notes to Financial Statements

Note 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Assets, Deferred Outflows, Liabilities, Deferred Inflows, and Net Position or Equity (Continued)

Capital Assets (Continued)

Major outlays for capital assets and improvements are capitalized as projects are incurred. Interest incurred during the construction phase of capital assets of business-type activities is included as part of the capitalized value of the assets constructed. There was no capitalized interest during the current year.

Land and construction in progress are not depreciated. The other property, plant, equipment, and infrastructure of the primary government are depreciated using the straight line method over the following estimated useful lives:

	<u>Years</u>
Buildings and structures	7 – 50
Improvements	10 – 15
Machinery and equipment	3
Vehicles	5

Deferred Outflows/Inflows of Resources

In addition to assets, the statement of net position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, *deferred outflows of resources*, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then.

The Town has one item that qualifies for reporting as deferred outflows of resources, the *deferred outflows related to pensions*, reported in the government-wide statement of net position. The deferred outflows related to pensions are an aggregate of items related to pensions as calculated in accordance with GASB Codification Section P20: *Pension Activities – Reporting for Benefits Provided through Trusts That Meet Specified Criteria*. The deferred outflows related to pensions will be recognized as either pension expense or a reduction in the net pension liability in future reporting years.

Town of Eatonville, Florida

Notes to Financial Statements

Note 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Assets, Deferred Outflows, Liabilities, Deferred Inflows, and Net Position or Equity (Continued)

Deferred Outflows/Inflows of Resources (Continued)

In addition to liabilities, the statement of net position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, *deferred inflows of resources*, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. The Town has two items that qualify for reporting as deferred inflows of resources. The *deferred inflows related to pensions* are an aggregate of items related to pensions, reported in the government-wide statement of net position. The deferred inflows related to pensions are an aggregate of items related to pensions as calculated in accordance with GASB Codification Section P20: *Pension Activities – Reporting for Benefits Provided through Trusts That Meet Specified Criteria*. The deferred inflows related to pensions will be recognized as a reduction to pension expense in future reporting years. The deferred inflows related to leases are associated with amounts owed to the Town, as lessor, by entities leasing the Town’s assets.

Compensated Absences

The Town’s policy permits employees to accumulate earned but unused vacation and sick pay benefits. There is no liability for unpaid accumulated sick leave since the Town does not have a policy to pay any amounts when employees separate from service with the government. All vacation pay is accrued when incurred in the government-wide and proprietary fund financial statements.

Long-term Obligations

In the government-wide financial statements, and proprietary fund types in the fund financial statements, long-term debt and other long-term obligations are reported as liabilities in the applicable governmental activities or business-type activities statement of net position.

Leases

Lease contracts that provide the Town with control of a non-financial asset, such as land, buildings or equipment, for a period of time in excess of twelve months are reported as a leased asset with a related lease liability. The lease liability is recorded at the present value of future lease payments, including fixed payments, variable payments based on an index or fixed rate and reasonably certain residual guarantees.

Town of Eatonville, Florida Notes to Financial Statements

Note 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Assets, Deferred Outflows, Liabilities, Deferred Inflows, and Net Position or Equity (Continued)

Pensions

For purposes of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, pension expense, information about the fiduciary net position, and additions to/deductions from the plan's fiduciary net position have been determined on the same basis as they are reported by the Town of Eatonville Municipal Officers' Retirement Trust Fund. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

Categories and Classification of Net Position and Fund Balance

Net position flow assumptions – Sometimes the Town will fund outlays for a particular purpose from both restricted (e.g., restricted bond or grant proceeds) and unrestricted resources. In order to calculate the amounts to report as restricted – net position and unrestricted – net position in the government-wide and proprietary fund financial statements, a flow assumption must be made about the order in which the resources are considered to be applied. It is the Town's policy to consider restricted – net position to have been depleted before unrestricted – net position is applied.

Fund balance flow assumptions – Sometimes the Town will fund outlays for a particular purpose from both restricted and unrestricted resources (the total of committed, assigned, and unassigned fund balance). In order to calculate the amounts to report as restricted, committed, assigned, and unassigned fund balance in the governmental fund financial statements a flow assumption must be made about the order in which the resources are considered to be applied. It is the Town's policy to consider restricted fund balance to have been depleted before using any of the components of unrestricted fund balance. Further, when the components of unrestricted fund balance can be used for the same purpose, committed fund balance is depleted first, followed by assigned fund balance. Unassigned fund balance is applied last.

Fund balance policies – Fund balance of governmental funds is reported in various categories based on the nature of any limitations requiring the use of resources for specific purposes. The Town itself can establish limitations on the use of resources through either a commitment (committed fund balance) or an assignment (assigned fund balance).

The provisions of GASB Statement No. 54, *Fund Balance Reporting and Governmental Fund Type Definitions*, specifies the following classifications:

Town of Eatonville, Florida

Notes to Financial Statements

Note 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Assets, Deferred Outflows, Liabilities, Deferred Inflows, and Net Position or Equity (Continued)

Categories and Classification of Net Position and Fund Balance (Continued)

Nonspendable fund balance – Nonspendable fund balances are amounts that cannot be spent because they are either (a) not in spendable form or (b) legally or contractually required to be maintained intact.

Restricted fund balance – Restricted fund balances are restricted when constraints placed on the use of resources are either: (a) externally imposed by creditors, grantors, contributors, or laws or regulations of other governments; or (b) imposed by law through constitutional provisions or enabling legislation.

Committed fund balance – The committed fund balance classification includes amounts that can be used only for the specific purposes determined by a formal action of the Town’s highest level of decision-making authority. The governing council is the highest level of decision-making authority for the Town that can, by adoption of an ordinance prior to the end of the fiscal year, commit fund balance. Once adopted, the limitation imposed by the ordinance remains in place until a similar action is taken (the adoption of another ordinance) to remove or revise the limitation.

Assigned fund balance – Amounts in the assigned fund balance classification are intended to be used by the Town for specific purposes but do not meet the criteria to be classified as committed. The governing council (council) has by resolution authorized the Town manager to assign fund balance. The council may also assign fund balance as it does when appropriating fund balance to cover a gap between estimated revenue and appropriations in the subsequent year’s appropriated budget. Unlike commitments, assignments generally only exist temporarily. In other words, an additional action does not normally have to be taken for the removal of an assignment. Conversely, as discussed above, an additional action is essential to either remove or revise a commitment.

Unassigned fund balance – Unassigned fund balance is the residual classification for the General Fund.

Revenues and Expenditures/Expenses

Program revenues - Amounts reported as *program revenues* include 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment and 2) grants and contributions (including special assessments) that are restricted to meeting the operational or capital requirements of a particular function or segment. All taxes, including those dedicated for specific purposes, and other internally dedicated resources are reported as general revenues rather than as program revenues.

Property taxes - The Town levied a millage rate of \$7.2938 per \$1,000 of assessed value for the fiscal year ended September 30, 2022. Orange County, Florida bills and receives payment for all ad valorem taxes levied by the Town. Payments are then remitted to the Town.

Town of Eatonville, Florida

Notes to Financial Statements

Note 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Revenues and Expenditures/Expenses (Continued)

All property is assessed according to its fair market value on January 1 of each year, and at that time a lien is placed on the property for the taxes. The tax levy of the Town is established by the Town Council prior to October 1 of each year. The Orange County Property Appraiser incorporates the Town’s millage into the total tax levy; which also includes Orange County, the Orange County School Board, and the St. John River Water Management District’s tax requirement.

All taxes are billed on November 1 of each year or as soon thereafter as the assessment roll is certified and delivered to the Tax Collector. All unpaid taxes become delinquent on April 1 following the year in which they are assessed. Discounts are allowed for early payment at the rate of 4% in the month of November, 3% in the month of December, 2% in the month of January and 1% in the month of February. The taxes paid in March are not discounted.

Proprietary funds operating and nonoperating revenues and expenses – Proprietary funds distinguish operating revenues and expenses from nonoperating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund’s principal ongoing operations. The principal operating revenues of the Water and Sewer Fund, Solid Waste Fund, and Stormwater Fund are charges to customers for sales and services. The Water and Sewer Fund also recognizes as operating revenue the portion of tap fees intended to recover the cost of connecting new customers to the system. Operating expenses for enterprise funds include the cost of sales and services, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses.

Encumbrances

Encumbrance accounting, under which purchase orders, contracts, and other commitments for expenditure of monies are recorded as reservations of budget, is employed as an extension of the statutory required budgetary process. At year-end, outstanding encumbrances represent material purchase commitments for goods and services which were ordered, budgeted, and appropriated, but had not been received or completed at date. Although encumbrances lapse at year-end, it is the intention to substantially honor these encumbrances under authority provided in the subsequent year’s budget. The following are the significant encumbrances at year-end:

General fund	\$ 131,044
Enterprise funds	136,877
Total	<u>\$ 267,921</u>

Town of Eatonville, Florida

Notes to Financial Statements

Note 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make various estimates. Actual results could differ from those estimates. Estimates that are particularly susceptible to significant change in the near term are related to allowance for doubtful accounts and pension liability.

Subsequent Events

Management has evaluated subsequent events through the date that the financial statements were available to be issued, DATE. See Note 4 for relevant disclosure. No subsequent events occurring after this date have been evaluated for inclusion in these financial statements.

Recently Issued and Implemented Accounting Pronouncements

In June 2017, the GASB issued Statement No. 87, *Leases*. The objective of this Statement is to better meet the information needs of financial statement users by improving accounting and financial reporting for leases by governments. This Statement increases the usefulness of governments' financial statements by requiring recognition of certain lease assets and liabilities for leases that previously were classified as operating leases and recognized as inflows of resources or outflows of resources based on payment provisions of the contract. It establishes a single model for lease accounting based on the foundational principle that leases are financings of the right to use an underlying asset. Additional information about the changes to the financial statements related to the implementation of this statement can be found in Note 2.

The Governmental Accounting Standards Board has issued statements that will become effective in future years. These statements are as follows:

In May 2020, the GASB Statement No. 96, *Subscription-Based Information Technology Arrangements*. This statement provides guidance on the accounting and financial reporting for subscription-based information technology arrangements (SBITAs) for government end users (governments). This Statement (1) defines a SBITA; (2) establishes that a SBITA results in a right-to-use subscription asset-an intangible asset-and a corresponding subscription liability; (3) provides the capitalization criteria for outlays other than subscription payments, including implementation costs of a SBITA; and (4) requires note disclosures regarding a SBITA.

To the extent relevant, the standards for SBITAs are based on the standards established in Statement No. 87, *Leases*, as amended. The requirements of this Statement are effective for fiscal years beginning after June 15, 2022, and all reporting periods thereafter. Assets and liabilities resulting from SBITAs should be recognized and measured using the facts and circumstances that existed at the beginning of the fiscal year in which this Statement is implemented.

Town of Eatonville, Florida

Notes to Financial Statements

Note 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Recently Issued and Implemented Accounting Pronouncements

In June 2020, the GASB issued GASB Statement No. 97, *Certain Component Unit Criteria, and Accounting and Financial Reporting for Internal Revenue Code Section 457 Deferred Compensation Plans—an amendment of GASB Statements No. 14 and No. 84, and a supersession of GASB Statement No. 32*. The primary objectives of this Statement are to (1) increase consistency and comparability related to the reporting of fiduciary component units in circumstances in which a potential component unit does not have a governing board and the primary government performs the duties that a governing board typically would perform; (2) mitigate costs associated with the reporting of certain defined contribution pension plans, defined contribution other postemployment benefit (OPEB) plans, and employee benefit plans other than pension plans or OPEB plans (other employee benefit plans) as fiduciary component units in fiduciary fund financial statements; and (3) enhance the relevance, consistency, and comparability of the accounting and financial reporting for Internal Revenue Code (IRC) Section 457 deferred compensation plans (Section 457 plans) that meet the definition of a pension plan and for benefits provided through those plans. The requirements of this Statement that are related to the accounting and financial reporting for Section 457 plans are effective for fiscal years beginning after June 15, 2021. For purposes of determining whether a primary government is financially accountable for a potential component unit, the requirements of this Statement that provide that for all other arrangements, the absence of a governing board be treated the same as the appointment of a voting majority of a governing board if the primary government performs the duties that a governing board typically would perform.

GASB Statement No. 100, *Accounting Changes and Error Corrections*, This Statement establishes accounting and financial reporting requirements for (a) accounting changes and (b) the correction of an error in previously issued financial statements (error correction). This Statement defines accounting changes as changes in accounting principles, changes in accounting estimates, and changes to or within the financial reporting entity and describes the transactions or other events that constitute those changes. This Statement prescribes the accounting and financial reporting for (1) each type of accounting change and (2) error corrections. This Statement requires that (a) changes in accounting principles and error corrections be reported retroactively by restating prior periods, (b) changes to or within the financial reporting entity be reported by adjusting beginning balances of the current period, and (c) changes in accounting estimates be reported prospectively by recognizing the change in the current period. This Statement requires disclosure in notes to financial statements of descriptive information about accounting changes and error corrections, such as their nature. In addition, information about the quantitative effects on beginning balances of each accounting change and error correction should be disclosed by reporting unit in a tabular format to reconcile beginning balances as previously reported to beginning balances as restated. Furthermore, this Statement addresses how information that is affected by a change in accounting principle or error correction should be presented in required supplementary information (RSI) and supplementary information (SI). The requirements of this Statement are effective for accounting changes and error corrections made in fiscal years beginning after June 15, 2023, and all reporting periods thereafter.

Town of Eatonville, Florida

Notes to Financial Statements

Note 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Recently Issued and Implemented Accounting Pronouncements (Continued)

GASB Statement No. 101, *Compensated Absences*, The objective of this Statement is to better meet the information needs of financial statement users by updating the recognition and measurement guidance for compensated absences. That objective is achieved by aligning the recognition and measurement guidance under a unified model and by amending certain previously required disclosures. The requirements of this Statement are effective for fiscal years beginning after December 15, 2023, and all reporting periods thereafter.

The Town is evaluating the requirements of the above statements and the impact on reporting.

Note 2: CHANGE IN ACCOUNTING PRINCIPLE

In fiscal year 2022, the Town implemented GASB Statement No. 87, *Leases*. The standard had a material impact on the Town’s balance sheets, but did not have a material impact on the statement of revenues, expenditures and changes in fund balances or cash flows. At October 1, 2021, the Town reported \$1,331,875 as leases receivable and \$1,395,168 as deferred inflows on leases.

Note 3: DETAILED NOTES ON ALL FUNDS

Cash Deposits

The cash deposits are held by a bank that qualifies as a public depository under the Florida Security and Public Deposits Act, as required by Chapter 280, Florida Statutes, and are considered fully insured.

Investments

Florida Statutes authorize the Town to invest in the Local Government Surplus Funds Trust Fund administered by the State Board of Administration, obligations of the U.S. Treasury, and interest-bearing time deposits and savings accounts held in Federal or State chartered banks and savings and loan associations doing business in Florida provided that such deposits are secured by collateral as may be prescribed. It is the Town’s policy to only invest funds in vehicles specifically authorized by Florida Statutes. The Town does not have formal policies relating to credit risk or interest rate risk aside from the policy of only investing in funds administered by the State Board of Administration and obligations of the U.S. government.

At the close of the fiscal year, the Town did not hold any investments in the Local Government Surplus Funds Trust Fund (Florida PRIME) external investment pool.

Town of Eatonville, Florida Notes to Financial Statements

Note 3: DETAILED NOTES ON ALL FUNDS (Continued)

Investments (Continued)

Custodial credit risk – Custodial credit risk for deposits is the risk in the event of the failure of a depository financial institution a government may not be able to recover deposits. Monies placed on deposit with financial institutions in the form of demand deposits, time deposits or certificate of deposits are defined as public deposits. The financial institutions in which the Town places its deposits are certified as “qualified public depositories,” as required under the Florida Security for Public Deposits Act. For an investment, this is the risk that, in the event of the failure of the counterparty, the Town will not be able to recover the value of its investments or collateral securities that are in the possession of an outside party.

As of September 30, 2022, the Town’s pension investments are held in street name in the form of stock, debt securities and U.S. government bonds through a financial brokerage firms segregated out from the assets and investments held by other clients of the investment firm and their own assets.

Interest Rate Risk – Interest rate risk is the possibility that interest rates will rise and reduce the fair value of an investment. The Town manages its exposure to fair value losses arising from increasing interest rates through its adopted investment policies. The Town limits the effective duration of its investment portfolio through the adoption of nationally recognized risk measure benchmarks.

Credit Risk – Section 150: *Investments* of the GASB Codification requires that governments provide information about credit risk associated with their investments by disclosing the credit rating of investments in debt securities as described by nationally recognized statistical rating organizations. The Town has limited its credit risk by limiting investments to the safest types of securities, primarily government investment pools. The Town’s investment objectives are prioritized by safety, liquidity and yield. Time Deposits, including Certificates of Deposit, are collateralized under the State of Florida Qualified Public Depository Program, whereby member institutions are collectively responsible for any individual member’s default.

Concentration risk – Section 150: *Investments* of the GASB Codification requires disclosures of investments in any one issuer that represents five percent or more of total investments, excluding investments issued or explicitly guaranteed by the U.S. government, investments in mutual funds, external investments pools and other pooled investments. The Town’s investment policy does not address concentration risk.

Foreign currency risk – The Town’s pension trust funds’ investments are not exposed to foreign currency risk. The Town’s investment policy of the Town’s pension trust funds do not address foreign currency risk.

Fair Value – GASB Codification Section 3100: *Fair Value Measurements* establishes a framework for measuring fair value. That framework provides a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurements) and the lowest priority to unobservable inputs (Level 3 measurements).

Town of Eatonville, Florida

Notes to Financial Statements

Note 3: DETAILED NOTES ON ALL FUNDS (Continued)

Investments (Continued)

The three levels of the fair value hierarchy under the codification are described as follows:

Level 1 (L1): Inputs to the valuation methodology are unadjusted quoted prices for identical assets or liabilities in active markets that the Town has the ability to access.

Level 2 (L2): Inputs to the valuation methodology include:

- quoted prices for similar assets or liabilities in active markets;
- quoted prices for identical or similar assets or liabilities in inactive markets;
- inputs other than quoted prices that are observable for the asset or liability;
- inputs that are derived principally from or corroborated by observable market data by correlation or other means.

Level 3 (L3): Inputs to the valuation methodology are unobservable and significant to the fair value measurement.

Investment Type	Type	Credit Quality Rating	Carrying Amount	Maturities (in Years)			
				Less Than 1	1 to 5	5 to 10	More Than 10
Money market mutual funds	Money Market	NR*	\$ 76,162	\$ 76,162	\$ -	\$ -	\$ -
Corporate Bonds	Fixed Income	Aaa	3,822	-	-	-	3,822
Corporate Bonds	Fixed Income	Aa2	1,746	-	1,746	-	-
Corporate Bonds	Fixed Income	Aa3	671	-	-	-	671
Corporate Bonds	Fixed Income	A1	31,369	-	14,580	-	16,789
Corporate Bonds	Fixed Income	A2	19,386	-	18,490	896	-
Corporate Bonds	Fixed Income	A3	22,828	5,031	15,864	-	1,933
Corporate Bonds	Fixed Income	Baa1	24,249	-	15,051	3,075	6,123
Corporate Bonds	Fixed Income	Baa2	51,144	-	29,778	13,934	7,432
Corporate Bonds	Fixed Income	Baa3	125,543	11,868	87,703	12,822	13,150
Corporate Bonds	Fixed Income	NR	84,765	-	35,207	40,224	9,334
Municipal Bonds	Fixed Income	Aaa	9,844	4,985	-	-	4,859
Municipal Bonds	Fixed Income	Aa2	21,503	-	14,377	1,826	5,300
Municipal Bonds	Fixed Income	Aa3	15,873	-	9,547	-	6,326
Government Bonds	Fixed Income	Aaa	65,780	-	25,016	30,808	9,956
Government Sponsored Bonds	Fixed Income	Aaa	18,930	-	-	8,108	10,822
Mortgage Pools	Fixed Income	Aaa	229,289	-	54,863	51,306	123,120
Total debt securities			726,742	21,884	322,222	162,999	219,637
Common Stock	Equity	NR*	1,255,339	1,255,339	-	-	-
Total pension investments			\$ 2,058,243	\$ 1,353,385	\$ 322,222	\$ 162,999	\$ 219,637

Town of Eatonville, Florida

Notes to Financial Statements

Note 3: DETAILED NOTES ON ALL FUNDS (Continued)

Investments (Continued)

The asset or liability’s fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. Valuation techniques used need to maximize the use of observable inputs and minimize the use of unobservable inputs.

The following table sets forth by level, within the fair value hierarchy, the Town’s assets at fair value as of September 30, 2022:

Investments	Carrying Amount	Fair Value		Amortized Cost
		Level 1	Level 2	
Money market mutual funds	\$ 76,162	\$ -	\$ -	\$ 76,162
U.S. treasury bonds and notes	65,780	-	65,780	-
U.S. government agencies	18,930	-	18,930	-
Asset-backed securities	229,290	-	229,290	-
Municipal bonds	47,221	-	47,221	-
Corporate bonds and notes	365,521	-	365,521	-
Common stock	1,255,339	1,255,339	-	-
Total Investments	\$ 2,058,243	\$ 1,255,339	\$ 726,742	\$ 76,162

The following is a description of the valuation methodologies used for assets measured at fair value. There have been no changes in the methodologies used at September 30, 2022.

Common stock – Common stock classified in Level 1 of the fair value hierarchy are valued using quoted market prices for those securities.

Asset backed securities – Asset backed securities classified in Level 2 of the fair value hierarchy are valued using a matrix pricing technique based on the price or yield of similar securities.

Corporate and municipal bonds – Bonds classified in Level 2 of the fair value hierarchy are valued using pricing models maximizing the use of observable inputs for similar securities. This includes basing value on yields currently available on comparable securities of issuers with similar credit ratings.

The methods described above may produce a fair value calculation that may not be indicative of net realizable value or reflective of future fair values. Furthermore, although the Town believes its valuation methods are appropriate and consistent with other market participants, the use of different methodologies or assumptions to determine the fair value of certain financial instruments could result in a different fair value measurement at the reporting date.

Town of Eatonville, Florida

Notes to Financial Statements

Note 3: DETAILED NOTES ON ALL FUNDS (Continued)

Accounts Receivable

For the Water and Sewer, Solid Waste, and Stormwater Utility Funds, operating revenues are generally recognized on the basis of cycle billings rendered monthly. The amount of services delivered for the period from the last billing date to September 30, 2022 (unbilled receivable), is estimated and accrued at year end. The Town deems all amounts over 60 days uncollectable therefore an allowance for doubtful accounts has been established equivalent to the last two months of billing. If payments are not received from customers, services are shut off and deposits are applied against negative balances.

All account receivables are shown net of allowances for uncollectible accounts for governmental funds. The accounts receivable and allowance for uncollectible accounts at September 30, 2022, were as follows:

	General Fund	Water and Sewer	Solid Waste	Stormwater	Total
Receivables					
Customer receivables and unbilled revenues	\$ 35,247	\$ 361,206	\$ 202,409	\$ 89,560	\$ 688,422
Franchise and utility	645,224	-	-	-	645,224
Total receivables	680,471	361,206	202,409	89,560	1,333,646
Less allowance for uncollectibles	(31,107)	(281,458)	(136,695)	(59,573)	(508,833)
Total receivables, net	\$ 649,364	\$ 79,748	\$ 65,714	\$ 29,987	\$ 824,813

Property taxes are considered fully collected during and prior to the end of the fiscal year. Therefore, no material amounts of property taxes are receivable as of September 30, 2022. There are no other reserves for receivables recorded by the Town as of September 30, 2022.

Town of Eatonville, Florida

Notes to Financial Statements

Note 3: DETAILED NOTES ON ALL FUNDS (Continued)

Capital Assets

The following is a summary of changes in capital assets during the year ended September 30, 2022:

	Beginning Balance	Additions	Deletions	Ending Balance
Governmental activities				
Capital assets not being depreciated				
Land	\$ 1,014,679	\$ -	\$ -	\$ 1,014,679
Total capital assets not being depreciated	1,014,679	-	-	1,014,679
Capital assets, being depreciated				
Infrastructure	5,269,416	-	-	5,269,416
Buildings and improvements	3,342,152	-	-	3,342,152
Improvements other than buildings	796,742	34,420	-	831,162
Equipment	1,965,743	-	-	1,965,743
Total capital assets, being depreciated	11,374,053	34,420	-	11,408,473
Less accumulated depreciation for				
Infrastructure	(1,529,381)	(121,916)	-	(1,651,297)
Buildings and improvements	(1,723,580)	(76,274)	-	(1,799,854)
Improvements other than buildings	(708,813)	(15,857)	-	(724,670)
Equipment	(1,888,845)	(54,144)	-	(1,942,989)
Total accumulated depreciation	(5,850,619)	(268,191)	-	(6,118,810)
Total capital assets being depreciated, net	5,523,434	(233,771)	-	5,289,663
Right-to-use lease assets, being amortized				
Vehicles	55,090	-	-	55,090
Total right-to-use lease assets, being amortized	55,090	-	-	55,090
Less accumulated amortization for				
Vehicles	(7,870)	(608)	-	(8,478)
Total accumulated amortization	(7,870)	(608)	-	(8,478)
Right-to-use lease assets being amortized, net	47,220	(608)	-	46,612
Governmental activities capital assets, net	\$ 6,585,333	\$ (234,379)	\$ -	\$ 6,350,954

Town of Eatonville, Florida

Notes to Financial Statements

Note 3: DETAILED NOTES ON ALL FUNDS (Continued)

Capital Assets (Continued)

	Beginning Balance	Additions	Deletions	Ending Balance
Business-type activities				
Capital assets not being depreciated				
Land	\$ 2,500	\$ -	\$ -	\$ 2,500
Total capital assets not being depreciated	2,500	-	-	2,500
Capital assets being depreciated				
Buildings and improvements	11,131,795	372,842	-	11,504,637
Equipment	397,875	-	-	397,875
Total capital assets being depreciated	11,529,670	372,842	-	11,902,512
Less accumulated depreciation for				
Buildings and improvements	(3,979,360)	(373,354)	-	(4,352,714)
Equipment	(351,891)	(4,721)	-	(356,612)
Total accumulated depreciation	(4,331,251)	(378,075)	-	(4,709,326)
Total capital assets being depreciated, net	7,198,419	(5,233)	-	7,193,186
Business-type activities capital assets, net	\$ 7,200,919	\$ (5,233)	\$ -	\$ 7,195,686

Depreciation and amortization expense was charged to functions/programs of the primary government as follows:

Governmental activities:	
General government	\$ 86,149
Public safety	25,297
Physical environment	122,049
Culture and recreation	35,304
Total	\$ 268,799

Business-type activities:	
Water and Sewer	\$ 376,902
Stormwater	1,173
Total	\$ 378,075

Town of Eatonville, Florida

Notes to Financial Statements

Note 3: DETAILED NOTES ON ALL FUNDS (Continued)

Long-Term Debt

FMLC Series Note Payable

In fiscal year 2016, the Town entered into an agreement with the Florida Municipal Loan Council to advance refund the Series 2005B through the issuance of FMLC Series 2016. The loan contains certain filing requirements. The loan is payable annually on October 1 through October 2030. The interest is payable semi-annually on April 1 and October 1 through October 2030, with interest rates from 2.00% to 5.00% over the term of the loan. The loan agreement provides for events of default upon failure to timely make loan payments or other specified payments when due, and failure to observe and perform any covenant, condition or agreement, other than loan payment requirements, for a period of more than 30 days after notice of noncompliance. Covenants beyond timely loan payment requirements include incurrence of additional debt secured by non-ad valorem tax revenues and timely submission of financial information. In the event of default, the lender may call the loan and take other actions to collect amounts due. The Town did not meet the time deadline specified in the loan agreement for submission of audited financial statements; however, this covenant violation was not an event of default. As of September 30, 2022, the principal outstanding on the note was \$575,000.

State Revolving Loan Fund

In 2012, the Town entered into a loan agreement with the State of Florida Department of Environmental Protection for the Wastewater Facilities Improvement Projects. Total draws on this loan amounted to \$245,057. The loan was a part of an agreement where a grant paid \$41,663 toward the loan, \$33,937 of which was applied to principal and the rest was applied to interest or other charges. The loan specifies semiannual loan payments of \$6,685, including interest at 2.10%, which is payable semiannually on August 15 and February 15 of each year.

In 2014, the Town entered into another loan agreement with the State of Florida Department of Environmental Protection. This loan is part of an agreement that provides principal forgiveness. Of the total \$4,480,117 awarded under this agreement, \$2,885,195 was forgiven and will not be subject to repayment. The principal forgiveness portion was recorded as capital contributions. The remaining \$1,594,922 was recorded as a loan payable. The loan specifies semiannual loan payments of \$32,407 including interest at .932%, which is payable semiannually on November 15 and May 15 of each year.

In 2018, the Town entered into another loan agreement with the State of Florida Department of Environmental Protection. This loan is part of an agreement that provides principal forgiveness. Of the total \$165,699 awarded under this agreement, \$82,850 was forgiven and will not be subject to repayment. The principal forgiveness portion was recorded as capital contributions. The amounts disbursed as of September 30, 2020 and 2021 were \$71,019 and \$11,831, respectively and have been recorded as a loan payable. The loan specifies semiannual loan payments of \$2,233 including interest at .37%, which is payable semiannually on September 15 and March 15 of each year.

Town of Eatonville, Florida

Notes to Financial Statements

Note 3: DETAILED NOTES ON ALL FUNDS (Continued)

Long-Term Debt (Continued)

State Revolving Loan Fund (Continued)

Each of the State Revolving Fund Loans contain covenants that provide for a revenue coverage ratio of 1.15 times debt service payments. As of September 30, 2022, the loans were not compliant with this provision, resulting in a loan default. The State of Florida Department of Environmental Protection may seek remedies in the event of default by accelerating loan payments, increasing the financing rate, intercepting delinquent amounts from unobligated funds due to the Town through the State, or applying for a court to appoint a receiver to manage the water and sewer systems, including setting rates, collecting revenues and applying those revenues to the loan balance. The State of Florida Department of Environmental Protection has agreed to forbear acceleration of loan payments providing the Town takes certain curative actions.

The loan agreements also contain a covenant for the Town to file financial statements timely in accordance with Rules of the Auditor General, for which the Town was in noncompliance; however, this noncompliance was not an event of default.

As of September 30, 2022, the principal outstanding on the state revolving loan funds were \$1,672,145.

System Revenue Bond

In 2020, the Town entered into a loan with USDA Rural Development for \$203,000, as part of a replacement project. The loan bears interest at an annual rate of 1.75%, with an annual installment of \$7,099 to begin December 1, 2020. The loan matures on December 6, 2059.

In 2020, the Town entered into a loan with USDA Rural Development for \$79,000 as part of a replacement project. The loan bears interest at an annual rate of 1.75%, with an annual installment of \$2,763 to begin December 1, 2020. The loan matures on December 6, 2059.

As of September 30, 2022, the principal outstanding on the system revenue bonds is \$262,276.

Leases-Lessee

The Town has entered into lease agreements as a lessee for financing the acquisition of vehicles and copiers. Total annual lease payments that the Town paid for the year ended September 30, 2022, was \$23,935. The leases have a 4 year term.

Town of Eatonville, Florida

Notes to Financial Statements

Note 3: DETAILED NOTES ON ALL FUNDS (Continued)

Long-Term Debt (Continued)

Long-term liability activity for the fiscal year ended September 30, 2022 as follows:

	Beginning Balance	Additions	Reductions	Ending Balance	Due Within One Year
Governmental activities					
Note payable					
FMLC Series 2017	\$ 630,000	\$ -	\$ (55,000)	\$ 575,000	\$ 55,000
Total notes from direct borrowing	630,000	-	(55,000)	575,000	55,000
Other liabilities:					
Unamortized premium	23,990	-	(2,665)	21,325	2,665
Lease liabilities	42,765	-	(20,627)	22,138	21,238
Compensated absences	93,492	89,909	(62,892)	120,509	60,137
Total other liabilities	160,247	89,909	(86,184)	163,972	84,040
Governmental activities long-term liabilities	\$ 790,247	\$ 89,909	\$ (141,184)	\$ 738,972	\$ 139,040

Compensated absences are generally liquidated by the general fund for governmental activities.

The following table indicates future debt service requirements for Governmental Activities:

For the year ended September 30:	Principal	Interest	Total
2023	\$ 55,000	\$ 17,038	\$ 72,038
2024	60,000	15,338	75,338
2025	60,000	14,138	74,138
2026	60,000	12,863	72,863
2027	65,000	12,188	77,188
2028-2031	275,000	24,231	299,231
Total	\$ 575,000	\$ 95,796	\$ 670,796

The following is a schedule of minimum future lease payments from lease agreements:

For the years ending September 30,	Principal Payments	Interest Expense	Total
2023	\$ 21,238	\$ 1,065	\$ 22,303
2024	900	171	1,071
Total	\$ 22,138	\$ 1,236	\$ 23,374

Town of Eatonville, Florida

Notes to Financial Statements

Note 3: DETAILED NOTES ON ALL FUNDS (Continued)

Long-Term Debt (Continued)

The following table represents debt service of business-type activities:

	Beginning Balance	Additions	Reductions	Ending Balance	Due Within One Year
Business-type activities					
Notes payable					
SRF Loan WW480200	\$ 176,238	\$ -	\$ (9,720)	\$ 166,518	\$ 9,925
SRF Loan WW480202	1,492,932	-	(62,819)	1,430,113	51,473
SRF Loan WW480240	79,688	-	(4,174)	75,514	4,190
System Revenue Bond 2019A	195,901	-	(7,099)	188,802	3,672
System Revenue Bond 2019B	76,237	-	(2,763)	73,474	1,429
Total notes from direct borrowings	2,020,996	-	(86,575)	1,934,421	70,689
Other liabilities:					
Compensated absences	5,895	5,052	(1,902)	9,045	5,756
Total other liabilities	5,895	5,052	(1,902)	9,045	5,756
Business-type activities long-term liabilities	\$ 2,026,891	\$ 5,052	\$ (88,477)	\$ 1,943,466	\$ 76,445

The following table represents future debt service requirements of business-type activities:

For the year ended September 30:	Principal	Interest	Total
2023	\$ 70,689	\$ 21,685	\$ 92,374
2024	71,483	20,898	92,381
2025	72,289	20,100	92,389
2026	73,107	21,355	94,462
2027	73,687	18,718	92,405
2028-2032	304,476	19,282	323,758
2033-2037	376,702	31,171	407,872
2038-2042	354,568	63,463	418,031
2043-2047	349,616	54,598	404,214
2048-2052	106,338	37,979	144,317
2053-2057	43,685	9,256	52,940
2058-2060	37,782	5,626	43,408
Total	\$ 1,934,421	\$ 324,131	\$ 2,258,551

Town of Eatonville, Florida

Notes to Financial Statements

Note 3: DETAILED NOTES ON ALL FUNDS (Continued)

Pledged Revenues

The Town has notes outstanding at September 30, 2022, for which revenues of the Town have been pledged for repayment. Revenues pledged to repay these obligations are as follows:

	Amount Issued	Future Principal and Interest	Current Pledged Revenue	Current Year Principal and Interest	Current Percentage of Revenue
Business-type activities					
Revenue Notes					
State Revolving Fund Loans					
Maturity: 2037-2047					
Interest rate: 2.50%	\$ 1,922,829	\$ 1,895,189	\$ 19,882	\$ 65,588	(30.30%)
Purpose: Wastewater Facility Improvements					
Pledged revenue: Charges for services					

Leases-Lessor

The Town accounts for leases in accordance with GASB 87, *Leases*. The Town’s operations consist of agreements for use of a building operating a library branch and cellphone towers.

A lease agreement allows use of the building on the corner of Kennedy Boulevard and College Street for the operation of a library branch. The lease will terminate in 2024, at which time all additions to the property will revert to the Town. Lessee has the option to extend the lease for two additional five (5) year terms.

A lease agreement allows use of a structure for a cell tower. The lease will terminate in 2025, with options to extend for four additional five (5) year terms.

The town recognized \$88,443 for lease revenue principal and \$20,403 of lease interest for the year ended September 30, 2022.

Town of Eatonville, Florida

Notes to Financial Statements

Note 3: DETAILED NOTES ON ALL FUNDS (Continued)

Net Investment In Capital Assets

The elements of this calculation are as follows:

	Governmental Activities	Business-Type Activities	Total
Capital assets (net)	\$ 6,350,954	\$ 7,195,686	\$ 13,546,640
Plus unamortized deferred bond cost	4,922	-	4,922
Less outstanding debt related to capital assets	(618,463)	(1,934,421)	(2,552,884)
Net investment in capital assets	\$ 5,737,413	\$ 5,261,265	\$ 10,998,678

Risk Management

The Town is exposed to various risks of loss related to torts; theft of, damage to and destruction of property and other assets; errors and omissions by employees; and natural disasters, particularly during the hurricane season of June through November. The Town has purchased various types of insurance to protect itself. There have been no changes in insurance coverage during the current fiscal year. There were no changes in insurance coverage from the previous year. The Town does not participate in a risk pool and does not retain any of the risks of loss.

Contingent Liabilities

Amounts received or receivable from grant agencies are subject to audit and adjustment by grantor agencies, principally the federal government. Any disallowed claims, including amounts already collected, may constitute a liability of the applicable funds. The amount, if any, of expenditures that may be disallowed by the grantor cannot be determined at this time, although the government expects such amounts, if any, to be immaterial.

The government is a defendant in various lawsuits. Although the outcome of these lawsuits is not presently determinable, in the opinion of the Town’s counsel, the resolution of these matters will not have a material adverse effect on the financial condition of the Town.

Fund Balance Deficit

The Water and Sewer Fund had a deficit balance in unrestricted net position of \$3,535,783 at September 30, 2022. The Water and Sewer Fund deficit is anticipated to be funded through enhanced revenues and reduction of expenses.

Town of Eatonville, Florida

Notes to Financial Statements

Note 4: RETIREMENT PLANS

Employee Retirement Plans and Pension Plans

The Town participates in two public employee retirement plans. These plans are a signal employer defined benefit police officer’s pension plan for its sworn police officers (Town of Eatonville Municipal Police Officers’ Retirement Trust Fund) (the Plan) and a defined contribution plan for all other Town employees meeting certain age and length of service requirements. The Plan is maintained as a pension trust fund and included as part of the Town’s reporting entity. The Plan does not issue a stand-alone financial report.

Defined Contribution Plan

The Town’s Defined Contribution Plan and Trust (the Defined Contribution Plan) is an adoption of the Florida Municipal Pension Trust Fund Defined Contribution Plan and Trust, which is administered by the Florida League of Cities, Inc. The Trustee for the Defined Contribution Plan’s assets is the CitiStreet Retirement Service. The Defined Contribution Plan was established effective October 1, 1989 by ordinance. There were no amendments during the year.

All general employees, except police officers, are eligible to participate in the Defined Contribution Plan provided they have completed one (1) year of service. Since this plan qualifies as a defined contribution plan, which is administered in its entirety under a pool arrangement by the Florida League of Cities, Inc., the assets, liabilities, net position and operations are not recorded within the Town’s financial statements.

Contributions

The Town Council is responsible for setting the employer’s contribution annually during budget adoption. The Town budgets the lesser of \$28,047 or five percent (5%) of eligible compensation. Contributions to the Defined Contribution Plan are discretionary on the part of the Town. Employees may contribute up to a maximum of ten percent (10%) of covered compensation. Under the provisions of the Defined Contribution Plan, employees are eligible for normal retirement at age 65 with 10 years of credited service.

Town of Eatonville, Florida

Notes to Financial Statements

Note 4: RETIREMENT PLANS (Continued)

Contributions (Continued)

An employee who leaves the employment of the Town is entitled to all their contributions and a portion of the Town’s contributions based on the following vesting schedule:

Years of Service	Percentage of Balance Vested
1 year but less than 5	0%
5 years but less than 6	50%
6 years but less than 7	60%
7 years but less than 8	70%
8 years but less than 9	80%
9 years but less than 10	90%
10 or more years	100%

There were no employee contributions to the Defined Contribution Plan during the fiscal year ended September 30, 2022. The employer’s contributions were \$45,371 for the year ended September 30, 2022.

Pension Plan

The Municipal Police Officers’ and Firefighters’ Retirement Trust Funds Office, housed within the Division of Retirement, is the state entity responsible for administrative oversight of the Police Officers’ Pension Trust Fund. The Plan was established on December 18, 1972 by Town Ordinance 72-100B, providing for pension, death and disability benefits. It is subject to Provisions of Chapter 185, Florida Statutes.

The Plan, in accordance with the above Statute, is governed by a five-member pension Board. Two police officers who are elected by a majority of the members of the Plan, two current residents of the Town who are appointed by the Town Council, and a fifth member who is elected by the other four members constitute the Pension Board. The Town and the Plan participants are obligated to fund all plan costs based upon actuarial valuations. The Town is authorized to establish benefit levels and the Board of Trustees approves the actuarial assumptions used in determination of contribution levels.

Town of Eatonville, Florida

Notes to Financial Statements

Note 4: RETIREMENT PLANS (Continued)

Pension Plan (Continued)

Benefits under the Plan are computed on the basis of age, years of service, average final compensation, and credited service. Members are vested after 10 years of credited service and the retirement age is 55 for normal retirement or 50 for early retirement. Non-vested members are entitled to 100% refund of their accumulated contributions, without interest, if they discontinue employment prior to the 10 year vesting period.

As of October 1, 2021, the date of the Plan’s latest actuarial valuation, the Plan had 12 active participants.

Plan participants contribute 5% of earnings. The Town contributes the remaining amount necessary for payment of normal costs and amortization of the accrued past service liability as provided for in Part VII of Chapter 112, Florida Statutes. Plan members vest after ten years of service and are eligible for distribution of accrued benefits upon age 52 with 25 years of credited service or age 55 with ten years of credited service.

Annual Money-Weighted Rate of Return

For the fiscal year ended September 30, 2022, the annual money-weighted rate of return, net of investment expense on Plan investments was 6.5%. The money-weighted rate of return expresses investment performance, net of investment expense, adjusted for the changing amounts actually invested.

Town of Eatonville, Florida

Notes to Financial Statements

Note 4: RETIREMENT PLANS (Continued)

Pension Plan (Continued)

Net Pension Asset

The following schedule displays the components of the net pension asset as of the Town’s measurement date of September 30, 2022.

	Increase (Decrease)		
	Total	Plan	
	Pension	Fiduciary	Net Pension
	Liability	Net Position	(Asset)
	(a)	(b)	(a) - (b)
Balance at October 1, 2021	\$ 1,847,655	\$ 2,353,570	\$ (505,915)
Changes for the year:			
Service cost	78,416	-	78,416
Interest	119,374	-	119,374
Difference between expected and actual experience	(70,151)	-	(70,151)
Contributions - State	-	18,876	(18,876)
Contributions - Employee	-	32,681	(32,681)
Net investment income	-	(262,910)	262,910
Benefit payments, including			
refunds of employee contributions	(38,792)	(38,792)	-
Administrative expense	-	(17,900)	17,900
Net changes	88,847	(268,045)	356,892
Balance at September 30, 2022	\$ 1,936,502	\$ 2,085,525	\$ (149,023)

Town of Eatonville, Florida

Notes to Financial Statements

Note 4: RETIREMENT PLANS (Continued)

Pension Plan (Continued)

Actuarial Assumptions

The following is a summary of actuarial assumptions used in the latest actuarial valuation:

Valuation date	October 1, 2021
Actuarial method and assumptions:	
Method	Entry Age Normal Cost Method
Investment rate of return	6.50%
Discount Rate	6.50%
Inflation rate	2.50%
Projected salary increases	5.00%
Mortality tables	RP 2000 Table - Sex Distinct

Investments

The long-term expected rate of return on Plan investments was determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of Plan investment expenses and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. Best estimates of arithmetic real rates of return for each major asset class included in the Plan's target asset allocation as of September 30, 2022 are summarized in the following table:

Asset Class	Long-Term Expected Real Rate of Return
Equities	6.04%
Fixed income	0.97%
Cash	0.10%
Total	

Town of Eatonville, Florida

Notes to Financial Statements

Note 4: RETIREMENT PLANS (Continued)

Pension Plan (Continued)

Discount Rate

The discount rate used to measure the total pension asset was 6.5%. The projection of cash flows used to determine this discount rate assumed that plan member contributions will be made at the current contribution rate and that sponsor contributions will be made at rates equal to the difference between actuarially determined contribution rates and the member rate. Based on those assumptions, the Plan’s fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on Plan investments was applied to all periods of projected benefit payments to determine total pension liability.

The following presents the net pension asset calculated using the discount rate of 6.5% as well as what it would be if it were calculated using a discount rate that is 1% lower (5.5%) and 1% higher (7.5%) than the current rate:

	1 % Decrease (5.5%)	Current Discount Rate (6.5%)	1 % Increase (7.5%)
Net pension (asset)	\$ 108,999	\$ (149,023)	\$ (364,395)

Pension Expense and Deferred Inflows and Outflows of Resources Related to Pension

For the year ended September 30, 2022, the Town recognized a pension expense of \$79,326. At September 30, 2022, the Town reported deferred outflows of resources and deferred inflows of resources from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	\$ 77,391	\$ 100,992
Changes of assumptions	27,098	13,594
Net difference between projected and actual earnings on plan investments	231,637	-
Total	\$ 336,126	\$ 114,586

Town of Eatonville, Florida

Notes to Financial Statements

Note 4: RETIREMENT PLANS (Continued)

Pension Expense and Deferred Inflows and Outflows of Resources Related to Pension (Continued)

Deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

Year ended September 30:		
2023	\$	44,868
2024		71,595
2025		34,815
2026		70,262
Total	\$	221,540

Note 5: INTERFUND BALANCES

The outstanding balances between funds result mainly from interfund goods and services provided, reimbursements of expenditures, and working capital loans. The following is a summary of interfund receivables and payables at September 30, 2022:

Fund	Receivable	Payable
General Fund	\$ 1,861,494	\$ 269,212
CRA	193,765	-
Water and Sewer Fund	-	3,802,629
Solid Waste Fund	965,439	-
Stormwater Fund	1,051,143	-
Total	\$ 4,071,841	\$ 4,071,841

Transfers for the year ended September 30, 2022:

Transfers in:			
	Water and Sewer	Community Redevelopment Agency	Total
Transfers out:			
General Fund	\$ (7,544)	\$ 14,937	\$ 7,393

Town of Eatonville, Florida
Notes to Financial Statements

Note 6: SUBSEQUENT EVENTS

The Town entered into an agreement for software services subscription for a five year period. Hosting services will be approximately \$14,495 annually.

The Town entered into an agreement for a five year lease for radios totaling \$131,043.

REQUIRED SUPPLEMENTARY INFORMATION

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Town of Eatonville, Florida
Schedule of Revenues, Expenditures and Changes in Fund Balance
Budget to Actual - General Fund

For the year ended September 30, 2022	Budgeted Amounts		Actual Amounts	Variances
	Original	Final		Final Budget Positive/ (Negative)
Revenue				
Ad valorem taxes	\$ 1,765,817	\$ 1,765,817	\$ 1,833,931	\$ 68,114
Utility taxes	629,206	629,206	654,596	25,390
Franchise fees	395,188	395,188	385,668	(9,520)
Sales tax	237,244	237,244	401,542	164,298
Intergovernmental revenues	159,860	159,860	160,892	1,032
Licenses and permits	205,500	305,500	594,904	289,404
Charges for services	104,690	104,690	186,455	81,765
Fines and forfeitures	23,000	23,000	155,149	132,149
Interest income	200	200	20,981	20,781
Rental and other income	93,123	93,123	100,074	6,951
Total revenues	3,613,828	3,713,828	4,494,192	780,364
Expenditures				
General government	1,535,253	1,535,253	1,671,729	(136,476)
Public safety	1,603,378	1,605,701	1,616,335	(10,634)
Physical environment	207,592	208,269	194,700	13,569
Economic environment	7,684	7,684	9,101	(1,417)
Human services	27,615	27,615	-	27,615
Culture/recreation	23,700	18,200	20,308	(2,108)
Capital outlay	202,263	537,263	34,420	502,843
Debt service:				
Principal	55,000	-	57,282	(57,282)
Interest	30,750	-	21,996	(21,996)
Total expenditures	3,693,235	3,939,985	3,625,871	314,114
Excess of revenues over expenditures	(79,407)	(226,157)	868,321	466,250
Other Financing Sources				
Transfers in	-	342,406		342,406
Transfers out	-		(7,393)	7,393
Total other financing sources	-	342,406	(7,393)	349,799
Net change in fund balances	(79,407)	116,249	860,928	816,049
Fund balance, beginning of year	2,958,325	2,958,325	2,958,325	-
Fund balance, end of year	\$ 2,878,918	\$ 3,074,574	\$ 3,819,253	\$ 816,049

Town of Eatonville, Florida
Schedule of Revenues, Expenditures and Changes in Fund Balance –
Budget to Actual - CRA Fund

For the year ended September 30, 2022	Budgeted Amounts		Actual Amounts	Variances
	Original	Final		Final Budget Positive/ (Negative)
Revenue				
Ad valorem taxes	\$ 350,000	\$ 350,000	\$ 350,500	\$ 500
Interest	4,910	4,910	1,111	(3,799)
Rental and other income	-	-	7,108	7,108
Total revenues	354,910	354,910	358,719	(3,299)
Expenditures				
General government	849,467	848,467	312,191	536,276
Culture/recreation	355,000	355,000	167,586	187,414
Capital outlay	40,000	40,000	-	40,000
Debt service				
Principal	-	-	18,345	(18,345)
Interest	-	-	1,241	(1,241)
Total expenditures	1,244,467	1,243,467	499,363	744,104
Deficiency of revenues under expenditures	(889,557)	(888,557)	(140,644)	740,805
Other financing sources				
Transfers in	245,000	245,000	14,937	230,063
Total other financing sources	245,000	245,000	14,937	230,063
Net change in fund balance	(644,557)	(643,557)	(125,707)	970,868
Fund balance, beginning of year	521,740	521,740	960,347	-
Fund balance, end of year	\$ (122,817)	\$ (121,817)	\$ 834,640	\$ 970,868

Town of Eatonville, Florida
Schedule of Changes in Net Pension Asset and Related Ratios
Police Officers' Pension Fund

	2022	2021	2020	2019	2018	2017	2016	2015	2014
Total Pension Liability									
Service cost	\$ 78,416	\$ 77,649	\$ 82,509	\$ 78,742	\$ 70,718	\$ 71,173	\$ 71,173	\$ 66,517	\$ 71,395
Interest	119,374	113,461	96,643	89,594	94,557	85,329	75,091	65,507	56,863
Differences between expected and actual experience	(70,151)	105,293	-	47,668	(270,949)	-	-	7,014	-
Changes of assumptions	-	-	(37,585)	56,088	62,221	-	-	-	-
Benefit payments, including refunds of employee contributions	(38,792)	(22,712)	(19,003)	(33,112)	(48,446)	-	-	(6,670)	-
Net change in total pension liability	88,847	273,691	122,564	238,980	(91,899)	156,502	146,264	132,368	128,258
Total pension liability, beginning	1,847,655	1,573,964	1,451,400	1,212,420	1,304,319	1,147,817	1,001,553	869,185	740,927
Total pension liability, ending (a)	1,936,502	1,847,655	1,573,964	1,451,400	1,212,420	1,304,319	1,147,817	1,001,553	869,185
Plan Fiduciary Net Position									
Contributions - Employer	\$ -	\$ -	\$ 16,839	\$ 15,000	\$ 15,000	\$ 9,000	\$ 6,000	\$ -	\$ 16,543
Contributions - State	18,876	-	-	17,160	14,803	13,340	2,484	10,398	11,688
Contributions - Employee	32,681	29,628	30,675	31,598	29,461	28,405	28,010	28,874	29,951
Net investment income	(262,910)	402,281	(20,267)	96,006	106,241	151,725	138,286	19,866	105,889
Benefit payments, including refunds of employee contributions	(38,792)	(22,712)	(19,003)	(33,112)	(48,446)	-	-	(6,670)	-
Administrative expense	(17,900)	(9,900)	(14,660)	(24,694)	(25,168)	(15,150)	(9,900)	(10,650)	(12,158)
Net change in plan fiduciary net position	(268,045)	399,297	-6,416	101,958	91,891	187,320	164,880	41,818	151,913
Plan fiduciary net position, beginning	2,353,570	1,954,273	1,960,689	1,858,731	1,766,840	1,579,520	1,414,640	1,372,822	1,220,909
Plan fiduciary net position, ending (b)	2,085,525	2,353,570	1,954,273	1,960,689	1,858,731	1,766,840	1,579,520	1,414,640	1,372,822
Net pension (asset) - ending (a) - (b)	\$ (149,023)	\$ (505,915)	\$ (380,309)	\$ (509,289)	\$ (646,311)	\$ (462,521)	\$ (431,703)	\$ (413,087)	\$ (503,637)
Plan fiduciary net position as a percentage of the total pension liability	107.70%	127.38%	124.16%	135.09%	153.31%	135.46%	137.61%	141.24%	157.94%
Covered payroll	\$ 653,620	\$ 592,560	\$ 613,500	\$ 631,956	\$ 589,220	\$ 568,100	\$ 560,200	\$ 577,474	\$ 599,025
Net pension asset as a percentage of covered payroll	(22.80%)	(85.38%)	(61.99%)	(80.59%)	(109.69%)	(81.42%)	(77.06%)	(71.53%)	(84.08%)

Town of Eatonville, Florida

Schedule of Changes in Net Position Asset and Related Ratios (Continued)

Police Officers' Pension Fund

NOTES TO SCHEDULE:

The amounts presented for each fiscal year were determined as of September 30th. The Town implemented GASB Statement No. 68 for the fiscal year ended September 30, 2014. As a result, this information is only available for the past nine fiscal years.

Change of Assumptions:

For measurment date September 30, 2022, there were no changes to assumptions made in the calculations presented above.

PRIOR YEAR NOTES TO SCHEDULE:

For measurement date September 30, 2018, as a result of Chapter 2015-157, Laws of Florida, assumed rates of mortality have been changed to those used in the July 1, 2018 FRS valuation report.

For meausrement date September 30, 2020, amounts reported as changes of assumptions resulted from lowering the inflation rate from 3.0% to 2.5% and reducing the salary increase assumptions from 5.5%-10% to 5.0%.

Town of Eatonville, Florida

Schedule of Contributions and Annual Money-Weighted Rate of Return

Police Officers’ Pension Fund

Schedule of Contributions

Last 10 Fiscal Years

Year Ended September 30	Actuarially Determined Contribution (a)	Contribution in Relation to Actuarially Required Contribution (b)	Contribution (Excess) Deficiency (a-b)	Covered Payroll (c)	Percentage of Covered Payroll Contributed (b/c)
2022	\$ -	\$ 18,876	\$ (18,876)	\$ 653,620	2.89%
2021	-	-	-	592,560	0.00%
2020	-	16,839	(16,839)	613,500	2.74%
2019	1,896	32,160	(30,264)	631,956	5.09%
2018	1,768	29,803	(28,035)	589,220	5.06%
2017	1,084	22,340	(21,256)	568,100	3.93%
2016	1,084	8,484	(7,400)	560,200	1.51%
2015	9,240	10,398	(1,158)	577,474	1.80%
2014	8,734	28,231	(19,497)	599,025	4.71%
2013	51,010	51,010	-	552,485	9.23%

Year Ended September 30	Annual Money-Weighted Rate of Return
2022	3.62%
2021	8.11%
2020	(1.03%)
2019	5.19%
2018	9.50%
2017	9.50%
2016	9.72%
2015	1.72%
2014	8.85%

Note: Information is not available for years preceeding fiscal year 2014.

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OTHER SUPPLEMENTARY INFORMATION

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Town of Eatonville, Florida
Schedule of Revenues and Expenses Compared to Budget (Budgetary Basis)
Enterprise Fund – Water and Sewer Fund

For the year ended September 30, 2022	Water and Sewer		Variance Positive/ (Negative)
	Final Budget	Actual	
Operating Revenues			
Charges for services	\$ 789,511	\$ 607,468	\$ (182,043)
Total operating revenues	789,511	607,468	(182,043)
Operating Expenses			
Personnel services	279,293	149,259	130,034
Operating	590,218	248,292	341,926
Total operating expenses	869,511	397,551	471,960
Operating income (loss)	(80,000)	209,917	289,917
Non-operating revenues			
Operating grant revenue	570,000	231,323	338,677
Transfers	-	(7,544)	7,544
Total non-operating revenues	570,000	223,779	7,544
Excess of revenues over expenses	\$ 490,000	\$ 433,696	\$ 297,461

Note: Depreciation expense of \$376,902 is not budgeted and, therefore, is not included on this schedule.

Town of Eatonville, Florida

Schedule of Revenues and Expenses Compared to Budget (Budgetary Basis)

Enterprise Fund – Solid Waste Fund

For the year ended September 30, 2022	Solid Waste		Variance Positive/ (Negative)
	Final Budget	Actual	
Operating Revenues			
Charges for services	\$ 360,000	\$ 402,087	\$ 42,087
Total operating revenues	360,000	402,087	42,087
Operating Expenses			
Operating	293,550	487,028	(193,478)
Total operating expenses	293,550	487,028	(193,478)
Excess of (deficiency) revenues over (under) expenses	\$ 66,450	\$ (84,941)	\$ (151,391)

Town of Eatonville, FL

Schedule of Revenues and Expenses Compared to Budget (Budgetary Basis)

Enterprise Fund – Stormwater Fund

	Stormwater		
	Final		Variance
<i>For the year ended September 30, 2022</i>	Budget	Actual	Positive/ (Negative)
Operating Revenues			
Charges for services	\$ 219,336	\$ 184,932	\$ (34,404)
Total operating revenues	219,336	184,932	(34,404)
Operating Expenses			
Personnel services	105,739	94,799	10,940
Operating	88,597	33,023	55,574
Total operating expenses	194,336	127,822	66,514
Excess of revenues over expenses	\$ 25,000	\$ 57,110	\$ 32,110

Note: Depreciation expense of \$1,173 is not budgeted and, therefore, is not included on this schedule.

OTHER AUDITORS' REPORTS

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INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

Honorable Mayor and Members of the Town Council
Town of Eatonville, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the Town of Eatonville, Florida (the Town), as of and for the year ended September 30, 2022, and the related notes to the financial statements, which collectively comprise the Town's basic financial statements and have issued our report thereon dated **DATE**.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Town's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Town's internal control. Accordingly, we do not express an opinion on the effectiveness of the Town's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that have not been identified. We did identify a certain deficiency in internal control, described in the accompanying schedule of findings as item 2022-001 that we consider to be a material weakness.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Town’s financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards* and which is described in the accompanying schedule of findings as item 2022-002.

Town’s Response to Findings

Government Auditing Standards requires the auditor to perform limited procedures on the Town’s response to the findings identified in our audit and described in the accompanying schedule of findings. The Town’s response was not subjected to the other auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on the response.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity’s internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity’s internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

CARR, RIGGS & INGRAM, LLC

Orlando, Florida

DATE

2022-001 Financial Reporting (Repeat material weakness finding)

Criteria: All transactions should be recorded in accordance with GAAP. The financial close process should include evaluation and adjustments to ensure accrual of respective accounts.

Condition: Multiple transactions were not recorded consistently with accounting principles generally accepted in the United States of America (GAAP).

Cause of Condition: Transactions inconsistent with GAAP were recorded improperly due to lack of oversight or insufficient knowledge. Transactions were not recorded appropriately as part of the financial close and reconciliation process.

Effect of Condition: The Town's financial statements were materially misstated prior to audit adjustments. The following adjustments were made:

- \$92,000 to correct unbilled accounts receivable and revenue-Enterprise
- \$47,000 to correct accounts receivable allowance for bad debt-Enterprise
- \$168,000 to correct accounts receivable for funds received-General
- \$329,000 to adjust depreciation on capital assets-Enterprise
- \$265,000 to record System Revenue Bonds-Enterprise
- \$73,000 to recognize expended ARPA funds as revenue-Enterprise
- \$19,000 to correct payments made to the CRA for TIF payments
- \$128,000 to agree TIF payments and due from town for amount not rebated-CRA/General
- \$1,500,000 to record lessor lease balances under GASB 87 implementation-General
- \$385,000 to properly account for the balances between the due to/from other funds-General/Enterprise
- \$55,000 of administrative expense between governmental funds and enterprise

Recommendations: We recommend the Finance Department ensure adjustments are made to reflect all activity on the GAAP basis and all filings are timely made as part of the financial close process.

Views of Responsible Officials: See page 70 - 71 for management's response to the finding.

2022-002 Debt Covenant Compliance (Repeat compliance finding)

Criteria: The Town's State Revolving Fund Loan (SRF) agreements require the Town maintain rates and charges for services furnished by the water and sewer systems, which will be sufficient to provide pledged revenues equal to or exceeding 1.15 times the sum of the Town's semiannual loan payments due in such fiscal year. Pledged revenues are derived from the operation of the water and sewer systems after payment of the operation and maintenance expenses of the system.

Condition: The Town did not meet the pledged revenue coverage covenant required by its SRF loan agreements.

Cause of Condition: The Town has not maintained sufficient water and sewer rates to cover the costs of operating the water and sewer systems.

Effect of Condition: Not meeting compliance requirements is an event of default on the loan, which provides certain remedies allowed to the lender in the loan agreement. Among such remedies are calling the loan, increasing the financing rate, intercepting delinquent amounts from unobligated funds due to the Town through the State, or applying for a court to appoint a receiver to manage the water and sewer systems, including setting rates, collecting revenues and applying those revenues to the loan balance.

Recommendations: We recommend that a rate study be completed and implemented to increase revenue generated from water and sewer charges for services to ensure the pledged revenue coverage covenant is met.

Views of Responsible Officials: See pages 70 - 71 for management's response to the finding.

Town of Eatonville, FL
Management's Corrective Action Plan

Management's Corrective Action Plan

Town of Eatonville, FL
Management's Corrective Action Plan

Management's Corrective Action Plan (Continued)

**MANAGEMENT LETTER REQUIRED BY
CHAPTER 10.550, RULES OF THE AUDITOR GENERAL**

Honorable Mayor and Members of the Town Council
Town of Eatonville, Florida

Report on the Financial Statements

We have audited the financial statements of the Town of Eatonville, Florida (the Town) as of and for the fiscal year ended September 30, 2022, and have issued our report thereon dated **DATE**.

Auditors' Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and Chapter 10.550, Rules of the Auditor General.

Other Reporting Requirements

We have issued our Independent Auditors' Report on Internal Control over Financial Reporting and Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with *Government Auditing Standards* and Independent Accountants' Report on an examination conducted in accordance with *AICPA Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports and schedule, which are dated **DATE**, should be considered in conjunction with this management letter.

Prior Audit Findings

Section 10.554(1)(i)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report. Audit findings 2022-001 and 2022-002 are repeat findings from the preceding two annual financial audit reports.

Tabulation of Uncorrected Audit Findings		
Current Year Finding #	2021-2022 FY Finding #	2020-2021 FY Finding #
2022-001	2021-001	2020-001
2022-002	2021-002	2020-003

Official Title and Legal Authority

Section 10.554(1)(i)4., Rules of the Auditor General, requires that the name or official title and legal authority for the primary government and each component unit of the reporting entity be disclosed in this management letter, unless disclosed in the notes to the financial statements. The legal authority of the Town of Eatonville, Florida and its component unit are disclosed in the footnotes.

Financial Condition and Management

Section 10.554(1)(i)5.a. and 10.556(7), Rules of the Auditor General, require us to apply appropriate procedures and communicate the results of our determination as to whether or not the Town has met one of more of the conditions described in Section 218.503(1), Florida Statutes, and to identify the specific conditions met. In connection with our audit, we determined that the Town did not meet any of the conditions described in Section 218.503(1), Florida Statutes.

Pursuant to Sections 10.554(1)(i)5.b. and 10.556(8), Rules of the Auditor General, we applied financial condition assessment procedures. It is management’s responsibility to monitor the Town’s financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.

Section 10.554(1)(i)2., Rules of the Auditor General, requires that we communicate any recommendations to improve financial management. In connection with our audit, we noted the following matters.

FC 2022-003 Financial Close

Criteria: All transactions should be recorded in accordance with GAAP. The financial close process should include evaluation and adjustments to ensure accrual or reconciliation of respective accounts.

Condition: Multiple transactions, to include prepaid and receivable accounts were not recorded consistently with accounting principles generally accepted in the United States of America (GAAP).

Cause of Condition: Transactions were not recorded appropriately as part of the financial close and reconciliation process.

Potential Effect of Condition: The Town’s financial statements are misstated.

Recommendations: We recommend that reconciliations and financial close process procedures be implemented and followed to ensure proper accounting records at the end of the fiscal year.

Management’s Response: We concur with the finding and the Finance Department is in the process of upgrading the computer systems which will provide efficiencies and streamline the closing process. We are also in the process of hiring new staff to assist with the financial close and report functions.

Special Information

Section 10.554(1)(i)5.c., Rules of the Auditor General, requires, if appropriate, that we communicate the failure of a special district that is a component unit of a county, municipality, or special district, to provide the financial information necessary for proper reporting of the component unit within the audited financial statements of the county, municipality, or special district in accordance with Section 218.39(3)(b), Florida Statutes. In connection with our audit, we did not note any special district component units that failed to provide the necessary information for proper reporting in accordance with Section 218.39(3)(b), Florida Statutes.

Additional Matters

Section 10.554(1)(i)3., Rules of the Auditor General, requires us to communicate noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but warrants the attention of those charged with governance. In connection with our audit, we noted the following noncompliance.

DC 2022-004 Debt Covenant

Criteria: Pursuant to SRF loan agreements, the audit report is to be completed within nine months of the fiscal year end in accordance with Rules of the Auditor General.

Condition: Audit report for fiscal year September 30, 2022, was not completed within nine months of the fiscal year in accordance with Rules of the Auditor General.

Cause of Condition: The audit report was not completed within required timeline due to delays in audit support and information.

Potential Effect of Condition: The Town is not in compliance with the debt covenant to complete their audit within nine months of the fiscal year.

Recommendations: We recommend that procedures be put in place to prepare reconciliations and schedules to facilitate a timely audit that would be completed within nine months of fiscal year in accordance with Rules of the Auditor General.

Management’s Response: We concur with the finding. There were delays due to staffing shortage in the finance department. We are hiring additional staff to ensure that all future reporting deadlines are met.

Purpose of this Letter

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, and applicable management, and is not intended to be and should not be used by anyone other than these specified parties.

CARR, RIGGS & INGRAM, LLC

Orlando, Florida

DATE

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Carr, Riggs & Ingram, LLC
1031 West Morse Boulevard
Suite 200
Winter Park, FL 32789

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INDEPENDENT ACCOUNTANTS' REPORT ON COMPLIANCE WITH LOCAL GOVERNMENT INVESTMENT POLICIES

The Honorable Mayor and Members of the Town Council
Town of Eatonville, Florida

We have examined the Town of Eatonville, Florida's (the Town) compliance with the requirements of Section 218.415, Florida Statutes, *Local Government Investment Policies*, during the year ended September 30, 2022. Management of the Town is responsible for the Town's compliance with the specified requirements. Our responsibility is to express an opinion on the Town's compliance with the specified requirements based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the Town complied, in all material respects, with the specified requirements referenced above. An examination involves performing procedures to obtain evidence about whether the Town complied with the specified requirements. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of material noncompliance, whether due to fraud or error. We believe that the evidence obtained is sufficient and appropriate to provide a reasonable basis for our opinion.

We are required to be independent and to meet our ethical responsibilities in accordance with relevant ethical requirements relating to the examination engagement.

Our examination does not provide a legal determination on the Town's compliance with specified requirements.

In our opinion, the Town complied, in all material respects, with the requirements of Section 218.415, Florida Statutes, *Local Government Investment Policies*, for the year ended September 30, 2022.

This report is intended solely for the information and use of the Town's Council, management and the State of Florida Auditor General and is not intended to be and should not be used by anyone other than these specified parties.

Orlando, Florida

DATE

TOWN OF EATONVILLE, FLORIDA

AUDIT PRESENTATION FOR YEAR ENDED SEPTEMBER 30, 2022



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AUDITORS' REPORTS AND LETTER

- Independent Auditors' Report on basic financial statements
 - Governmental Activities – Unqualified
 - Business Type Activities – Unqualified
- Government Auditing Standards Report
 - Material weakness on financial reporting due to adjustments
 - Noncompliance on debt (pledged revenue)

AUDITORS' REPORTS AND LETTER (CONT)

- Audit adjustments
 - Correct unbilled accounts receivable and revenue-Enterprise
 - Correct accounts receivable allowance for bad debt –Enterprise
 - Correct accounts receivable for funds received –General
 - Correct depreciation on capital assets-Enterprise
 - Correct System Revenue Bonds-Enterprise
 - Recognize expended ARPA funds as revenue-Enterprise
 - Correct payments made to CRA for TIF payment and due to CRA-General
 - Record lessor lease balances under GASB 87 implementation-General
 - Correct due to/from accounts-General/Enterprise
 - Record administrative services expenses between governmental funds/enterprise

MANAGEMENT LETTER

- Management Letter
 - Prior findings not corrected (Financial reporting and debt compliance)
 - Financial Management :
 - Financial Close recommendation—reconciliations of financial records
 - Additional Matters (compliance related):
 - Audit report not completed within 9 months of fiscal year per SRF loan agreements

OTHER COMMUNICATIONS

- **Significant accounting policies** – GASB 87 Leases implemented, policies can be seen in the footnotes (Note 1).
Leases receivable/deferred inflows
- **Accounting estimates** – receivables allowance, fair value of investments, risk management accruals, pension plan, leases receivable, estimated useful lives of capital assets
- **Disagreements with management** – none
- **Consultations with Other Accountants** – none
- **Issues Discussed Prior to Retention** – none
- **Difficulties Encountered During the Audit** – none

QUESTIONS?



CARR, RIGGS & INGRAM, LLC

Town of Eatonville, Florida Management's Corrective Action Plan

Management's Corrective Action Plan



TOWN OF EATONVILLE

"THE OLDEST BLACK INCORPORATED MUNICIPALITY IN AMERICA"

2022-001 Financial Reporting (Repeat material weakness finding)

Criteria: All transactions should be recorded in accordance with GAAP. The financial close process should include evaluation and adjustments to ensure accrual of respective accounts.

Condition: Multiple transactions were not recorded consistently with accounting principles generally accepted in the United States of America (GAAP).

Cause of Condition: Transactions inconsistent with GAAP were recorded improperly due to lack of oversight or insufficient knowledge. Transactions were not recorded appropriately as part of the financial close and reconciliation process.

Effect of Condition: The Town's financial statements were materially misstated prior to audit adjustments. The following adjustments were made:

- \$92,000 to correct unbilled accounts receivable and revenue-Enterprise
- \$47,000 to correct accounts receivable allowance for bad debt-Enterprise
- \$168,000 to correct accounts receivable for funds received-General
- \$329,000 to adjust depreciation on capital assets-Enterprise
- \$265,000 to record System Revenue Bonds-Enterprise
- \$73,000 to recognize expended ARPA funds as revenue-Enterprise
- \$19,000 to correct payments made to the CRA for TIF payments
- \$128,000 to agree TIF payments and due from town for amount not rebated-CRA/General
- \$1,500,000 to record lessor lease balances under GASB 87 implementation-General
- \$385,000 to properly account for the balances between the due to/from other funds-General/Enterprise
- \$55,000 of administrative expense between governmental funds and enterprise

Recommendations: We recommend the Finance Department ensure adjustments are made to reflect all activity on the GAAP basis and all filings are timely made as part of the financial close process.

Views of Responsible Officials:

In response to the financial reporting repeat material weakness findings, please note several of the findings were attributed to the misstated trial balance, which had to be adjusted (\$265,000, \$385,000 and \$329,00) due to the old financial system closing error.

During Fiscal Year 2022, the Town of Eatonville purchased a new financial software system to help alleviate future recording errors and this will allow us to operate more efficiently and effectively. The Finance Department is working diligently to ensure we are in compliance with the United States of America (GAAP) accounting principles.

Town of Eatonville, Florida Management's Corrective Action Plan

Management's Corrective Action Plan (Continued)



TOWN OF EATONVILLE

"THE OLDEST BLACK INCORPORATED MUNICIPALITY IN AMERICA"

2022-002 Debt Covenant Compliance (Repeat compliance finding)

Criteria: The Town's State Revolving Fund Loan (SRF) agreements require the Town maintain rates and charges for services furnished by the water and sewer systems, which will be sufficient to provide pledged revenues equal to or exceeding 1.15 times the sum of the Town's semiannual loan payments due in such fiscal year. Pledged revenues are derived from the operation of the water and sewer systems after payment of the operation and maintenance expenses of the system.

Condition: The Town did not meet the pledged revenue coverage covenant required by its SRF loan agreements.

Cause of Condition: The Town has not maintained sufficient water and sewer rates to cover the costs of operating the water and sewer systems.

Effect of Condition: Not meeting compliance requirements is an event of default on the loan, which provides certain remedies allowed to the lender in the loan agreement. Among such remedies are calling the loan, increasing the financing rate, intercepting delinquent amounts from unobligated funds due to the Town through the State, or applying for a court to appoint a receiver to manage the water and sewer systems, including setting rates, collecting revenues and applying those revenues to the loan balance.

Recommendations: We recommend that a rate study be completed and implemented to increase revenue generated from water and sewer charges for services to ensure the pledged revenue coverage covenant is met.

Views of Responsible Officials:

The Town of Eatonville is currently and over the past years been in the process of adhering to the requirements of the SRF loan agreements; we are still working with Florida Rural Water Association. Please note, we are diligently working to resolve this issue in lieu of the transitioning of management staff. Upon finalizing the study, we will then implement the new rate structure. Once the new rate structure is implemented, this will allow us to increase and maintain the rates and charges for services furnished by the water and sewer systems.



Town of Eatonville
Community Redevelopment Agency
FINANCIAL STATEMENTS
For the Fiscal Year
Ended September 30, 2022

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Town of Eatonville Community Redevelopment Agency
Agency Officials
Year Ended September 30, 2022

CRA Members

Angie Gardner – Chairman

Rodney Daniels

Theo Washington

Marlin Daniels

Wanda Randolph

Leviticous Henderson

Ruthie Critton

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INDEPENDENT AUDITORS’ REPORT

To the Honorable Chairman and Board of Directors
Town of Eatonville Community Redevelopment Agency
Town of Eatonville, Florida

Report on the Audit of the Financial Statements

Opinions

We have audited the accompanying financial statements of the governmental activities and the major fund of the Town of Eatonville Community Redevelopment Agency (the Agency), a component unit of the Town of Eatonville, Florida, as of and for the year ended September 30, 2022, and the related notes to the financial statements, which collectively comprise the Agency’s basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and the major fund of the Town of Eatonville Community Redevelopment Agency as of September 30, 2022, and the respective changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditors’ Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Agency and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Agency's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Agency's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Agency's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management’s discussion and analysis and the budgetary comparison information as listed in the table of contents be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management’s responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated DATE on our consideration of the Agency’s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Agency’s internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Agency’s internal control over financial reporting and compliance.

Orlando, Florida
DATE

Management’s Discussion and Analysis

Acting in our capacity as management of the Town of Eatonville Community Redevelopment Agency (the “Agency”), we offer readers of the Agency's financial statements this narrative overview and analysis of the financial activities of the Agency for the fiscal year ended September 30, 2022. Please read our discussion and analysis of the Agency's financial activities for the year ended September 30, 2022 in conjunction with the Agency's basic financial statements which immediately follow the discussion.

Financial Highlights

- The assets of the agency exceeded its liabilities at the close of the most recent fiscal year resulting in a net position of \$1,108,376.
- The change in the Agency’s total net position in comparison with the prior fiscal year was a decrease of \$172,138.
- As of the close of the current fiscal year, the Agency’s governmental funds reported an ending fund balance of \$834,640; which represents a decrease of \$125,707 in comparison with the prior year.

Overview of the Financial Statements

This discussion and analysis are intended to serve as an introduction to the Town of Eatonville Community Redevelopment Agency's basic financial statements. The Agency's basic financial statements are comprised of three components:

- 1) Government-wide financial statements;
- 2) Fund financial statements; and
- 3) Notes to the financial statements

This report also contains other supplementary information in addition to the basic financial statements themselves.

Government-wide financial statements. The government-wide financial statements are designed to provide readers with a broad overview of the Agency's finances, in a manner similar to a private-sector business.

The statement of net position presents information on all of the Agency's assets and liabilities, with the difference between the two being reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the Agency is improving or deteriorating.

The statement of activities presents information that demonstrates how the Agency's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods (for example amounts due from the Town but are uncollected, and earned but unused vacation leave).

All of the Agency's revenues and expenditures are considered to be governmental activities for the community redevelopment.

The government-wide financial statements can be found on pages 9-10 of this report.

Fund financial statements. A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The Agency, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. The Agency is a Governmental fund.

Governmental funds. Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of resources, as well as on balances of nonspendable and spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a government’s near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government’s near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The Town of Eatonville Community Redevelopment Agency has only one governmental fund. Information is presented in the governmental fund balance sheet and in the governmental fund statement of revenues, expenditures, and changes in fund balances for the Town of Eatonville Community Redevelopment Agency.

In general, these financial statements have a short-term emphasis and, for the most part, measure and account for cash and other assets that can easily be converted to cash. For example, amounts reported on the balance sheet include items such as cash and receivables but do not include capital assets such as land and buildings. The operating statement for governmental funds reports only those revenues that were collected during the current period or very shortly after the end of the year. Expenditures are generally recorded when incurred.

The basic governmental fund financial statements can be found on pages 11-14 of this report.

Notes to the financial statements. The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes to the financial statements can be found on pages 15-26 of this report.

Other information. In addition to the basic financial statements and accompanying notes, this report also presents certain required supplementary information (RSI) which is a comparison between the Town of Eatonville Community Redevelopment Agency’s adopted and final budget and actual financial results for its general fund. The Town of Eatonville Community Redevelopment Agency adopts an annual budget for its general fund, and a budgetary comparison schedule has been provided to demonstrate compliance with this budget. Required supplementary information can be found on page 27 of this report.

Government-wide Financial Analysis

As noted earlier, net position may serve over time as a useful indicator of a government’s financial position. In the case of the Agency, assets exceeded liabilities by \$1,108,376 at the close of the most recent fiscal year.

By far the largest portion of the Agency's net assets, seventy percent (75%), are restricted for community development. The Agency uses these assets to provide value to citizens by implementing its' redevelopment plans.

The following table reflects the condensed statement of net position:

Town of Eatonville Community Redevelopment Agency’s Net Position			
	2022		2021
Current and other assets	\$	834,640	\$ 960,347
Capital assets		292,692	301,398
Total assets	\$	1,127,332	\$ 1,261,745
Current liabilities	\$	18,956	\$ 19,586
Long-term liabilities		-	17,715
Total liabilities		18,956	37,301
Net position:			
Net invesment in capital assets		273,736	264,097
Restricted		834,640	960,347
Total net position	\$	1,108,376	\$ 1,224,444

The amount of tax increment financing revenue received from the Town and Orange County, Florida, is determined by an interlocal agreement between the Town; Orange County, Florida; and the Agency. The funding will remain constant between fiscal years 2022 and 2024.

The following table shows condensed revenue and expense data:

Town of Eatonville Community Redevelopment Agency’s Changes in Net Position

	2022	2021
Revenues:		
General revenues:		
Tax increment revenues	\$ 350,500	\$ 401,000
Transfers	14,937	17,837
Other income	8,219	7,366
Total revenue	373,656	426,203
Expenses:		
General government	320,897	204,811
Culture and recreation	167,586	163,525
Interest on long term debt	1,241	1,797
Total expenses	489,724	370,133
Change in net position	(116,068)	56,070
Net position, beginning of year	1,224,444	1,168,374
Net position, end of year	\$ 1,108,376	\$ 1,224,444

Financial Analysis of the Town of Eatonville Community Redevelopment Agency’s Fund

As noted earlier, the Agency uses fund accounting to ensure and demonstrate compliance with the legal requirements for financially related matters.

The focus of the Agency's governmental fund is to provide information on near-term inflows, outflows, and balances of spendable resources. Such information is useful in assessing the Agency's financing requirements.

At the end of the current fiscal year, the Agency reported a fund balance of \$834,640 for the general fund. This represents a decrease of \$125,707 in comparison to the prior year's fund balance of \$960,347. The CRA has ample funds available for future expenditures.

Capital Assets and Debt Administration

The Agency's investment in capital assets as of September 30, 2022, amounts to \$273,736 (net of accumulated depreciation). This investment in capital assets includes land, building, vehicles, leasehold improvements and equipment. Additional information on the Agency's capital assets can be found in Note 2 on page 23 of this report.

The Agency's debt as of September 30, 2022 amounts to \$18,956. The outstanding debt is for the finance lease of two vehicles. Additional information on the Agency's debt can be found in Note 2 on page 24 of this report.

Requests for Information

This financial report is designed to provide a general overview of the Agency's finances for all those with an interest in the government's finances. Questions concerning any of the information provided in this report or requests for additional financial information, should be addressed to the Office of the Finance Director, Eatonville Community Redevelopment Agency, 307 Kennedy Blvd., Eatonville Florida, 32751.

BASIC FINANCIAL STATEMENTS

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Town of Eatonville Community Redevelopment Agency

Statement of Net Position - Government-wide

September 30, 2022	Governmental Activities
Assets	
Cash and cash equivalents	\$ 640,875
Due from primary government	193,765
Capital assets	
Nondepreciable	246,136
Depreciable, net	7,206
Right-to-use lease assets, net	39,350
Total assets	1,127,332
Liabilities	
Noncurrent liabilities:	
Due within one year	18,956
Total liabilities	18,956
Net Position	
Net investment in capital assets	273,736
Restricted for:	
Community development	834,640
Total net position	\$ 1,108,376

The accompanying notes are an integral part of this financial statement.

Town of Eatonville Community Redevelopment Agency
Statement of Activities - Government-wide

For the year ended September 30, 2022

Functions/Programs	Program Revenues				Net (Expense) Revenues and Changes in Net Position	
	Expenses	Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Governmental Activities	Total
Governmental activities:						
General government	\$ 320,897	\$ -	\$ -	\$ -	\$ (320,897)	\$ (320,897)
Culture and recreation	167,586	-	-	-	(167,586)	(167,586)
Interest on long-term debt	1,241	-	-	-	(1,241)	(1,241)
Total governmental activities	\$ 489,724	\$ -	\$ -	\$ -	\$ (489,724)	\$ (489,724)
General revenues						
Tax increment revenues					\$ 350,500	
Interest income					1,111	
Miscellaneous					7,108	
Transfers					14,937	
Total general revenues and transfers					373,656	
Change in net position					(116,068)	
Net position, beginning of year					1,224,444	
Net position, end of year					\$ 1,108,376	

The accompanying notes are an integral part of this financial statement.

Town of Eatonville Community Redevelopment Agency

Balance Sheet – Governmental Fund

September 30, 2022	General Fund
Assets	
Cash and cash equivalents	\$ 640,875
Due from primary government	193,765
Total assets	\$ 834,640
Fund balance	
Restricted	\$ 834,640
Total fund balance	834,640
Total liabilities and fund balance	\$ 834,640

The accompanying notes are an integral part of this financial statement.

Town of Eatonville Community Redevelopment Agency
Reconciliation of the Balance Sheet of the Governmental Fund
to the Statement of Net Position

September 30, 2022

Total fund balance for the governmental fund	\$ 834,640
--	------------

Amounts reported for governmental activities in the statement of net position are different because:

Capital assets used in governmental activities are not financial resources and therefore, are not reported in the fund.	292,692
---	---------

Long-term liabilities are not due and payable in the current period and, therefore, are not reported in the funds.	(18,956)
--	----------

Net position of governmental activities	\$ 1,108,376
---	--------------

The accompanying notes are an integral part of this financial statement.

Town of Eatonville Community Redevelopment Agency
Statement of Revenues, Expenditures and Changes in Fund Balance –
Governmental Fund

For the year ended September 30, 2022

General Fund

Revenues	
Taxes increment financing	\$ 350,500
Interest Income	1,111
Miscellaneous revenue	7,108
Total revenues	358,719
Expenditures	
Current:	
General government	312,191
Culture and recreation	167,586
Debt service:	
Principal	18,345
Interest	1,241
Total expenditures	499,363
Deficiency of revenues under expenditures	(140,644)
Other financing sources	
Transfers in	14,937
Total other financing sources	14,937
Net change in fund balance	(125,707)
Fund balance, beginning of year	960,347
Fund balance, end of year	\$ 834,640

The accompanying notes are an integral part of this financial statement.

Town of Eatonville Community Redevelopment Agency

Reconciliation of the Statement of Revenues, Expenditures and Changes in Fund

Balance of the Governmental Fund to the Statement of Activities

For the year ended September 30, 2022

Net change in fund balance - total governmental fund

\$ (125,707)

Amounts reported for governmental activities in the statement of net position
are different because:

Governmental funds report capital outlays as expenditures while governmental
activities report depreciation expense to allocate those costs over the life of the
assets. This is the amount by which capital outlays exceeded depreciation in the
current period.

Less current year depreciation

(8,706)

Repayment of long term debt principal is an expenditure in the governmental
fund; however, the repayment reduces long-term liabilities in the statement
of net position.

18,345

Change in net position of governmental activities

\$ (116,068)

Town of Eatonville Community Redevelopment Agency

Notes to Financial Statements

Note 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Reporting Entity

The Town of Eatonville Community Redevelopment Agency (Agency), a public body was established on December 16, 1997. Pursuant to the requirements of Chapter 163, Part III of Florida Statutes, the Town of Eatonville Florida (the Town) with the consent of Orange County, created the Agency and designated the Redevelopment Area to foster improvement activities in Eatonville. The Agency uses future tax increment revenues to fund a variety of improvement projects.

The Redevelopment Plan for the Town is intended to formulate and implement a strategy for the Agency, for the comprehensive and coordinated revitalization of the Town's Redevelopment Area ("CRA") which encompasses the entire extent of the Town limits.

The Community Redevelopment Act (Florida Statutes, Chapter 163, Part III), as adopted by the Florida Legislature, provides the legislative authority for local governments to use creative approaches to redevelopment of unused or underutilized property within their communities. The Act primarily focuses upon overcoming the burdens of deteriorated, older areas of a community by outlining a comprehensive program to provide the legal framework and financing mechanisms for local government's use to arrest the deterioration and encourage redevelopment of those 'blighted' areas.

Section three, Ordinance 97-08, established the Redevelopment Trust Fund. The Trust Fund is funded by municipal and county property tax revenues. These taxes are collected from properties within the boundaries of the CRA. The funding is comprised of the increases in property tax revenues above the base-tax revenues during 1997, the year the Agency was created. These tax increment revenues are the primary source of revenue for the Agency. Tax increment revenues are collected from two governmental entities that levy property taxes within the legally defined redevelopment area of the CRA, which is the Town of Eatonville, Florida and Orange County, Florida.

The funds shall be used by the Agency to finance or refinance any community redevelopment the Agency undertakes in the designated Area pursuant to the approved community redevelopment plan.

The Agency is a component unit of the Town of Eatonville, Florida (Town) for financial reporting purposes; the Agency has no component units that meet the criteria for inclusion in the Agency's basic financial statements. The governing board of the Agency consists of the Town's Mayor and members of the Town Council. It also includes an appointee of the Town Council and an appointee of the Orange County Commissioner for District 2.

Town of Eatonville Community Redevelopment Agency

Notes to Financial Statements (Continued)

Note 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Government-Wide and Fund Financial Statements

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the non-fiduciary activities of the government. Governmental activities are those which normally are supported by taxes, intergovernmental revenues, and other non-exchange transactions. The CRA does not engage in any business-type activities.

The statement of activities demonstrates the degree to which the direct expenses of a given function are offset by program revenues. *Direct expenses* are those that are clearly identifiable with a specific function. *Program revenues* include 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services or privileges provided by a given function or segment, and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function. Taxes and other items not properly included among program revenues are reported instead as *general revenues*.

Measurement Focus, Basis of Accounting, and Financial Statement Presentation

The accounting and reporting policies of the Town of Eatonville CRA relating to the accompanying financial statements conform to accounting principles generally accepted in the United States of America applicable to state and local governments. Accounting principles generally accepted in the United States of America for local governments include those principles prescribed by the Governmental Accounting Standards Board (GASB).

Measurement focus refers to what is being measured. Basis of accounting refers to the process of revenues and expenditures being recognized in the accounts and reported in the financial statements. Basis of accounting relates to the timing of the measurement made regardless of the measurement focus applied.

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting, as are the proprietary fund and fiduciary fund financial statements. Revenues are recorded when earned, and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay the liabilities of the current period. For this purpose, the CRA considers revenues to be available if they are collected within ninety days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting.

Town of Eatonville Community Redevelopment Agency

Notes to Financial Statements (Continued)

Note 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Measurement Focus, Basis of Accounting, and Financial Statement Presentation (Continued)

However, debt service expenditures, as well as expenditures related to compensated absences, and claims and judgments, are recorded only when payment is due. General capital asset acquisitions are reported as expenditures in the governmental fund. Issuance of long-term debt and acquisitions under finance leases are reported as other financing sources. Taxes associated with the current fiscal period are considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period.

Fund Financial Statements

The CRA has only one major governmental fund reported in the basic financial statements, the general fund. The general fund is the general operating fund of the CRA. It is used to account for all financial resources. When both restricted and unrestricted resources are available for use, it is the government's policy to use unrestricted resources first for qualifying expenditures, then restricted resources as they are needed.

Budgetary Information

An annual operating budget is prepared by the CRA's Finance Department. The CRA's Executive Director submits this proposed operating budget for the ensuing fiscal year to the CRA's Board for approval.

This budget includes proposed expenditures and the means by which to finance them, including a proposed Tax Increment Financing. Expenditures may not exceed legal appropriations. All appropriations lapse at year end. Amendments or revisions to the original budget require a Board resolution.

The budget for the CRA is adopted on a basis consistent with accounting principles generally accepted in the United States of America. Budgeted amounts included in these financial statements are as formally amended by the CRA Board's during the year.

Cash and Cash Equivalents

Cash and cash equivalents are defined as short-term highly liquid investments with maturity dates within three months from the date of purchase. Cash and cash equivalents consist of petty cash and deposits held by qualified public depositories under Florida Law. All deposits are insured by federal depository insurance and/or collateralized with securities held in Florida's multiple financial institution collateral pool as required by Chapter 280, Florida Statutes.

Town of Eatonville Community Redevelopment Agency

Notes to Financial Statements (Continued)

Note 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Investments

The Agency's investment policy is designed to ensure the prudent management of funds, and the availability of operating and capital funds when required, while earning a competitive return within the policy framework. The primary objectives, in order of priority, of investment activity shall be safety, interest rate risk, liquidity and yield. As of September 30, 2022, the Agency did not have any investments.

Accounts Receivable

Accounts receivable consist of account balances less than forty-five days overdue. As of September 30, 2022, the Agency did not have any accounts receivable.

Due from Primary Government

The Due from Primary Government of \$193,765 results from funds due from the Town of Eatonville.

Transfers

Transfers with primary government are for services provided are netted as part of the reconciliation to the government-wide presentation.

Capital Assets

Capital assets, which include land, improvements and equipment and right-to-use assets, are reported in the applicable governmental activities column in the government-wide financial statements. Capital assets are defined by the Agency as assets with an initial, individual cost of more than \$1,000 and an estimated useful life in excess of two years.

Land is not depreciated. The other capital assets of the Agency are depreciated using the straight line method over the following estimated useful lives:

Classification	Service Life
Building and improvements	39
Improvements other than buildings	10
Furniture and equipment	3-15
Right-to-use lease assets-vehicles	7

Town of Eatonville Community Redevelopment Agency

Notes to Financial Statements (Continued)

Note 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Compensated Absences

It is the Agency's policy to permit employees to accumulate earned but unused vacation and sick pay benefits. There is no liability for unpaid accumulated sick leave since the government does not have a policy to pay any amounts when employees separate from service with the government. All vacation pay is accrued when incurred in the government-wide and proprietary fund financial statements. A liability for these amounts is reported in the fund financial statements of the governmental funds if the benefits are expected to be liquidated with expendable available financial resources. As of September 30, 2022, there was no unused accumulated vacation.

Long-term Obligations

In the government-wide financial statements, long-term debt is reported as liabilities in the applicable governmental activities statement of net position.

Leases

Lease contracts that provide the Agency with control of a non-financial asset, such as land, buildings or equipment, for a period of time in excess of twelve months are reported as a leased asset with a related lease liability. The lease liability is recorded at the present value of future lease payments, including fixed payments, variable payments based on an index or fixed rate and reasonably certain residual guarantees. The leased asset is recorded for the same amount as the related lease liability plus any prepayments and initial direct costs to place the asset in service. Leased assets are amortized over the shorter of the useful life of the asset or the lease term. The lease liability is reduced for lease payments made, less the interest portion of the lease payment.

Categories and Classification of Net Position and Fund Balance

Net position flow assumptions – Sometimes the Agency will fund outlays for a particular purpose from both restricted (e.g., restricted bond or grant proceeds) and unrestricted resources. In order to calculate the amounts to report as restricted – net position and unrestricted – net position in the government-wide financial statements, a flow assumption must be made about the order in which the resources are considered to be applied. It is the Agency’s policy to consider restricted – net position to have been depleted before unrestricted – net position is applied.

Fund balance flow assumptions – Sometimes the Agency will fund outlays for a particular purpose from both restricted and unrestricted resources (the total of committed, assigned, and unassigned fund balance). In order to calculate the amounts to report as restricted, committed, assigned, and unassigned fund balance in the governmental fund financial statements a flow assumption must be made about the order in which the resources are considered to be applied. It is the Agency’s policy to consider restricted fund balance to have been depleted before using any of the components of unrestricted fund balance. Further, when the components of unrestricted fund balance can be used for the same purpose, committed fund balance is depleted first, followed by assigned fund balance. Unassigned fund balance is applied last.

Town of Eatonville Community Redevelopment Agency
Notes to Financial Statements (Continued)

Note 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Categories and Classification of Net Position and Fund Balance (Continued)

Fund balance policies – Fund balance of the governmental fund is reported in various categories based on the nature of any limitations requiring the use of resources for specific purposes. The Agency itself can establish limitations on the use of resources through either a commitment (committed fund balance) or an assignment (assigned fund balance).

The provisions of GASB Statement No. 54, *Fund Balance Reporting and Governmental Fund Type Definitions*, specifies the following classifications:

Nonspendable fund balance – Nonspendable fund balances are amounts that cannot be spent because they are either (a) not in spendable form or (b) legally or contractually required to be maintained intact.

Restricted fund balance – Restricted fund balances are restricted when constraints placed on the use of resources are either: (a) externally imposed by creditors, grantors, contributors, or laws or regulations of other governments; or (b) imposed by law through constitutional provisions or enabling legislation.

Committed fund balance – The committed fund balance classification includes amounts that can be used only for the specific purposes determined by a formal action of the Agency’s highest level of decision-making authority. The governing council is the highest level of decision-making authority for the Agency that can, by adoption of an ordinance prior to the end of the fiscal year, commit fund balance. Once adopted, the limitation imposed by the ordinance remains in place until a similar action is taken (the adoption of another ordinance) to remove or revise the limitation.

Assigned fund balance – Amounts in the assigned fund balance classification are intended to be used by the Agency for specific purposes but do not meet the criteria to be classified as committed. The governing council (council) has by resolution authorized the Agency manager to assign fund balance. The council may also assign fund balance as it does when appropriating fund balance to cover a gap between estimated revenue and appropriations in the subsequent year’s appropriated budget. Unlike commitments, assignments generally only exist temporarily. In other words, an additional action does not normally have to be taken for the removal of an assignment. Conversely, as discussed above, an additional action is essential to either remove or revise a commitment.

Unassigned fund balance – Unassigned fund balance is the residual classification for the General Fund.

Town of Eatonville Community Redevelopment Agency

Notes to Financial Statements (Continued)

Note 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Revenues

The Agency’s primary source of revenue is tax-increment funds. This revenue is computed by applying the respective operating tax rates for the Town and Orange County, Florida (the County) multiplied by the increased value of property located within the boundaries of the redevelopment areas of the Agency in excess of the base property value less 5%. The Town and County are required to fund the amount annually by January 1 of each year without regard to tax collections or other obligations.

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make various estimates. Actual results could differ from those estimates.

Subsequent Events

Management has evaluated subsequent events through the date that the financial statements were available to be issued, DATE. See Note 4 for relevant disclosures. No subsequent events occurring after this date have been evaluated for inclusion in these financial statements.

Recently Issued and Implemented Accounting Pronouncements

In June 2017, the GASB issued Statement No. 87, Leases. The objective of this Statement is to better meet the information needs of financial statement users by improving accounting and financial reporting for leases by governments. This Statement increases the usefulness of governments' financial statements by requiring recognition of certain lease assets and liabilities for leases that previously were classified as operating leases and recognized as inflows of resources or outflows of resources based on payment provisions of the contract. It establishes a single model for lease accounting based on the foundational principle that leases are financings of the right to use an underlying asset. There was no significant impact to the financial statements in implementing the pronouncement.

The Governmental Accounting Standards Board has issued statements that will become effective in future years. These statements are as follows:

Town of Eatonville Community Redevelopment Agency Notes to Financial Statements (Continued)

Note 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Recently Issued and Implemented Accounting Pronouncements (Continued)

GASB Statement No. 100, *Accounting Changes and Error Corrections*, This Statement establishes accounting and financial reporting requirements for (a) accounting changes and (b) the correction of an error in previously issued financial statements (error correction). This Statement defines accounting changes as changes in accounting principles, changes in accounting estimates, and changes to or within the financial reporting entity and describes the transactions or other events that constitute those changes. This Statement prescribes the accounting and financial reporting for (1) each type of accounting change and (2) error corrections. This Statement requires that (a) changes in accounting principles and error corrections be reported retroactively by restating prior periods, (b) changes to or within the financial reporting entity be reported by adjusting beginning balances of the current period, and (c) changes in accounting estimates be reported prospectively by recognizing the change in the current period. This Statement requires disclosure in notes to financial statements of descriptive information about accounting changes and error corrections, such as their nature. In addition, information about the quantitative effects on beginning balances of each accounting change and error correction should be disclosed by reporting unit in a tabular format to reconcile beginning balances as previously reported to beginning balances as restated. Furthermore, this Statement addresses how information that is affected by a change in accounting principle or error correction should be presented in required supplementary information (RSI) and supplementary information (SI). The requirements of this Statement are effective for accounting changes and error corrections made in fiscal years beginning after June 15, 2023, and all reporting periods thereafter.

GASB Statement No. 101, *Compensated Absences*, The objective of this Statement is to better meet the information needs of financial statement users by updating the recognition and measurement guidance for compensated absences. That objective is achieved by aligning the recognition and measurement guidance under a unified model and by amending certain previously required disclosures. The requirements of this Statement are effective for fiscal years beginning after December 15, 2023, and all reporting periods thereafter.

The Agency is evaluating the requirements of the above statements and the impact on reporting.

Town of Eatonville Community Redevelopment Agency Notes to Financial Statements (Continued)

Note 2: DETAILED NOTES ON ALL FUNDS

Capital Assets

The following is a summary of changes in capital assets during the year ended September 30, 2022:

	Balance at September 30, 2021	Increases/ Transfers	Decreases/ Transfers	Balance at September 30, 2022
Governmental Activities				
Capital assets, not being depreciated:				
Land	\$ 246,136	\$ -	\$ -	\$ 246,136
Capital assets, being depreciated:				
Improvements other than buildings	2,265	-	-	2,265
Furniture and equipment	14,588	-	-	14,588
Total capital assets being depreciated	16,853	-	-	16,853
Less accumulated depreciation for:				
Building and improvements	-			-
Improvements other than buildings	(910)	(228)	-	(1,138)
Furniture and equipment	(7,901)	(608)	-	(8,509)
Total accumulated depreciation	(8,811)	(836)	-	(9,647)
Total capital assets being depreciated, net	8,042	(836)	-	7,206
Right-to-use lease assets, being amortized:				
Vehicles	55,090	-	-	55,090
Less accumulated amortization for:				
Vehicles	(7,870)	(7,870)	-	(15,740)
Right-to-use lease assets being amortized, net	47,220	(7,870)	-	39,350
Governmental activities capital assets, net	\$ 301,398	\$ (8,706)	\$ -	\$ 292,692

Depreciation and amortization expense of \$8,706 was charged to general government for fiscal year 2022.

Town of Eatonville Community Redevelopment Agency

Notes to Financial Statements (Continued)

Note 2: DETAILED NOTES ON ALL FUNDS (Continued)

Long-Term Debt and Liabilities

Leases- Lessee

The Agency has entered into a lease agreement to obtain the right-to-use vehicles. The total annual rental for the vehicles that the Agency paid for the fiscal year ended September 30, 2022 was \$18,345. The lease has a 3 year term, with monthly payment amounts of \$1,633.

The following is a schedule of minimum future lease payments from lease agreements:

For the years ending September 30,	Principal Payments	Interest Expense	Total
2023	\$ 18,956	\$ 630	\$ 19,586
Total	\$ 18,956	\$ 630	\$ 19,586

Long-term liability activity for the year ended September 30, 2022, was as follows:

	Beginning Balance	Additions	Reductions	Ending Balance	Due Within One Year
Governmental activities					
Other liabilities:					
Lease liabilities	\$ 37,301	\$ -	\$ 18,345	\$ 18,956	\$ 18,956
Governmental activities					
long-term liabilities	\$ 37,301	\$ -	\$ 18,345	\$ 18,956	\$ 18,956

Town of Eatonville Community Redevelopment Agency
Notes to Financial Statements (Continued)

Note 2: DETAILED NOTES ON ALL FUNDS (CONTINUED)

Intergovernmental Receivables and Transfers

Intergovernmental receivable for the year ended September 30, 2022:

	Due from:	
	Primary Government	Total
Due to:		
Community Redevelopment Agency	\$ 193,765	\$ 193,765
Total	\$ 193,765	\$ 193,765

Transfers for the year ended September 30, 2022:

	Transfers in:	
	Community Redevelopment Agency	Total
Transfers out:		
Primary Government	\$ 14,937	\$ 14,937
Total	\$ 14,937	\$ 14,937

Transfers are used to (1) move revenues from the fund that is required (per statute or budget) to collect them to the fund that is required (per statute or budget) to expend them and (2) return excess revenues not expended during the year back to the general fund at year-end in accordance with state statutes.

Net Investment in Capital Assets

	Governmental Activities
September 30, 2022	
Capital assets (net)	\$ 292,692
Outstanding debt related to capital assets	(18,956)
Net investment in capital assets	\$ 273,736

Town of Eatonville Community Redevelopment Agency Notes to Financial Statements (Continued)

Note 3: COMMITMENTS AND CONTINGENCIES

The Agency is exposed to various risks of loss related to torts, theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters. The Agency purchases commercial insurance for the risks of loss to which it is exposed. Policy limits and deductibles are reviewed by management and established at amounts to provide reasonable protection from significant financial loss. The Agency is involved in legal actions and claims arising in the normal course of business. After taking into consideration legal counsel's evaluations of such actions, management is of the opinion that their outcome will not have a significant effect on the CRA's financial statements.

Note 4: SUBSEQUENT EVENTS

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**REQUIRED SUPPLEMENTARY INFORMATION OTHER THAN
MANAGEMENT'S DISCUSSION AND ANALYSIS**

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Town of Eatonville Community Redevelopment Agency
Schedule of Revenues, Expenditures and Changes in Fund Balances-
Budget and Actual – General Fund

<i>For the year ended September 30, 2022</i>	Original Budget	Final Budget	Actual	Variance with Final Budget Positive (Negative)
Revenues				
Taxes increment financing	\$ 350,000	\$ 350,000	\$ 350,500	\$ 500
Interest Income	4,910	4,910	1,111	(3,799)
Miscellaneous income	-	-	7,108	7,108
Total revenues	354,910	354,910	358,719	(3,299)
Expenditures				
Current:				
General government	849,467	849,467	312,191	537,276
Culture and recreation	355,000	355,000	167,586	187,414
Debt service:				
Principal	-	-	18,345	(18,345)
Interest	-	-	1,241	(1,241)
Total expenditures	1,204,467	1,204,467	499,363	705,104
Deficiency of revenues under expenditures	(849,557)	(849,557)	(140,644)	701,805
Other financing sources (uses)				
Transfers in	245,000	245,000	14,937	230,063
Total other financing sources	245,000	245,000	14,937	230,063
Net change in fund balance	(604,557)	(604,557)	(125,707)	931,868
Fund balance, beginning of year	960,347	960,347	960,347	-
Fund balance, end of year	\$ 355,790	\$ 355,790	\$ 834,640	\$ 931,868

The Budget is prepared on a modified accrual basis consistent with accounting principles generally accepted in the United States of America (GAAP). The level of control at which expenditures may not exceed budget is in the aggregate. Budget amendments that increase the aggregate budgeted appropriations must be approved by the Board. Unexpended balances of appropriation lapse at year end.



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**INDEPENDENT AUDITORS’ REPORT ON INTERNAL CONTROL OVER FINANCIAL
REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL
STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**

Honorable Chairman and Board of Directors
Town of Eatonville Community Redevelopment Agency
Town of Eatonville, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the Town of Eatonville Community Redevelopment Agency, as of and for the year ended September 30, 2022, and the related notes to the financial statements, which collectively comprise the Town of Eatonville Redevelopment Agency’s basic financial statements, and have issued our report thereon dated **DATE**.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered Town of Eatonville Community Redevelopment Agency’s internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Town of Eatonville Community Redevelopment Agency’s internal control. Accordingly, we do not express an opinion on the effectiveness of Town of Eatonville Community Redevelopment Agency’s internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity’s financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that were not identified. We identified a deficiency in internal control, described in the accompanying schedule of findings as item 2022-01 that we consider to be a material weakness.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Town of Eatonville Community Redevelopment Agency’s financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Town of Eatonville Community Redevelopment Agency’s Response to Findings

Government Auditing Standards required the auditor to perform limited procedures on the Town of Eatoville Community Redevelopment Agency’s response to the finding identified in our audit is described in the accompanying schedule of findings. Town of Eatonville Community Redevelopment Agency’s response was not subjected to the other auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on it.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity’s internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity’s internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Orlando, Florida
DATE



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INDEPENDENT AUDITORS’ MANAGEMENT LETTER

The Honorable Chairman and Board of Directors
Town of Eatonville Community Redevelopment Agency
Town of Eatonville, Florida

Report on the Financial Statements

We have audited the financial statements of the Town of Eatonville Community Redevelopment Agency (the Agency) as of and for the fiscal year ended September 30, 2022, and have issued our report thereon dated **DATE**.

Auditors’ Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and Chapter 10.550, Rules of the Auditor General.

Other Reporting Requirements

We have issued our Independent Auditors’ Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with *Government Auditing Standards* and Independent Accountants’ Report on an examination conducted in accordance with *AICPA Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports, which are dated **DATE**, should be considered in conjunction with this management letter.

Prior Audit Findings

Section 10.554(1)(i)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding financial audit report. Audit finding 2021-001 was not corrected in the current year and is reported as a current year finding noted below.

Tabulation of Uncorrected Audit Findings		
Current Year	2020-21 FY	2019-20 FY
Finding #	Finding #	Finding #
2022-001	2021-001	2020-002

Official Title and Legal Authority

Section 10.554(1)(i)4., Rules of the Auditor General, requires that the name or official title and legal authority for the primary government and each component unit of the reporting entity be disclosed in this management letter, unless disclosed in the notes to the financial statements. The legal authority of the Town of Eatonville Community Redevelopment Agency is disclosed in the footnotes. The Town of Eatonville Community Redevelopment Agency has no component units.

Financial Condition and Management

Section 10.554(1)(i)5.a. and 10.556(7), Rules of the Auditor General, require us to apply appropriate procedures and communicate the results of our determination as to whether or not the Town of Eatonville Community Redevelopment Agency met one or more of the conditions described in Section 218.503(1), Florida Statutes, and to identify the specific condition(s) met. In connection with our audit, we determined that the Town of Eatonville Community Redevelopment Agency did not meet any of the conditions described in Section 218.503(1), Florida Statutes.

Pursuant to Sections 10.554(1)(i)5.b. and 10.556(8), Rules of the Auditor General, we applied financial condition assessment procedures for the Town of Eatonville Community Redevelopment Agency. It is management's responsibility to monitor the Town of Eatonville Community Redevelopment Agency's financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.

Section 10.554(1)(i)2., Rules of the Auditor General, requires that we communicate any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations.

Specific Information (unaudited)

As required by Section 218.39(3)(c), Florida Statutes, and Section 10.554(1)(i)6-8, Rules of the Auditor General, the Town of Eatonville Community Redevelopment Agency reported the information below. This information has not been subjected to the auditing procedures applied in the audit of the financial statements, and accordingly, we do not express an opinion or provide any assurance on it.

As required by Section 218.39(3)(c), Florida Statutes, and Section 10.554(1)(i)6, Rules of the Auditor General, the Town of Eatonville Community Redevelopment Agency reported:

- | | |
|---|----------|
| a. The total number of Agency employees compensated in the last pay period of the Agency's fiscal year as | None |
| b. The total number of independent contractors to whom nonemployee compensation was paid in the last month of the Agency's fiscal year as | Two |
| c. All compensation earned by or awarded to employees, whether paid or accrued, regardless of contingency. | None |
| d. All compensation earned by or awarded to nonemployee independent contractors, whether paid or accrued, regardless of contingency. | \$49,025 |

- e. Each construction project with a total cost of at least \$65,000 approved by the Agency that is scheduled to begin on or after October 1 of the following fiscal year being reported, together with the total expenditures for such projects as

None, \$0
- f. A budget variance based on the budget adopted under Section 189.016(4), Florida Statutes, before the beginning of the fiscal year being reported if the Agency amends a final adopted budget under Section 189.016(6), Florida Statutes.

See Page 26

As required by Section 218.39(3)(c), Florida Statutes, and Section 10.554(1)(i)7, Rules of the Auditor General, the Town of Eatonville Community Redevelopment Agency reported:

- a. The millage rate or rates imposed by the Agency.

7.2938
- b. The total amount of ad valorem taxes collected by or on behalf of the Agency.

\$ 350,500
- c. The total amount of outstanding bonds issued by the Agency and the terms of such bonds.

None

Information required by Section 218.39(3)(c), Florida Statutes, and Section 10.554(1)(i)8, Rules of the Auditor General: The Town of Eatonville Community Redevelopment Agency has not imposed any special assessments and therefore no reporting is required by Section 218.39(3), Florida Statutes.

Additional Matters

Section 10.554(1)(i)3., Rules of the Auditor General, requires us to communicate noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but warrants the attention of those charged with governance.

In connection with our audit, the Agency did not submit its annual budget for fiscal year 2022 to the Orange County Board of County Commissioners within 10 days after the adoption of such budget. In addition, the Agency was unable to provide support to substantiate two disbursements totaling \$133.

Purpose of this Letter

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, the Agency’s Board Members, and applicable management, and is not intended to be and should not be used by anyone other than these specified parties.

Orlando, Florida

DATE

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**INDEPENDENT ACCOUNTANTS’ REPORT ON COMPLIANCE WITH LOCAL
GOVERNMENT INVESTMENT POLICIES**

The Honorable Chairman and Board Members
Town of Eatonville Community Redevelopment Agency

We have examined the Town of Eatonville Community Redevelopment Agency’s (the Agency) compliance with the requirements of Section 218.415, Florida Statutes, *Local Government Investment Policies*, during the year ended September 30, 2022. Management of the Agency is responsible for the Agency’s compliance with the specified requirements. Our responsibility is to express an opinion on the Agency’s compliance with the specified requirements based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the Agency complied, in all material respects, with the specified requirements referenced above. An examination involves performing procedures to obtain evidence about whether the Agency complied with the specified requirements. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of material noncompliance, whether due to fraud or error. We believe that the evidence obtained is sufficient and appropriate to provide a reasonable basis for our opinion.

We are required to be independent and to meet our ethical responsibilities in accordance with relevant ethical requirements relating to the examination engagement.

Our examination does not provide a legal determination on the Agency’s compliance with specified requirements.

In our opinion, the Agency complied, in all material respects, with the requirements of Section 218.415, Florida Statutes, *Local Government Investment Policies*, for the year ended September 30, 2022.

This report is intended solely for the information and use of the Agency’s Board, management and the State of Florida Auditor General and is not intended to be and should not be used by anyone other than these specified parties.

Orlando, Florida
DATE



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**INDEPENDENT ACCOUNTANTS’ REPORT ON COMPLIANCE WITH
REDEVELOPMENT TRUST FUND**

The Honorable Chairman and Board of Directors
Town of Eatonville Community Redevelopment Agency

We have examined the Town of Eatonville Community Redevelopment Agency’s (the Agency) compliance with the requirements of Section 163.387(6) and (7), Florida Statutes, Redevelopment Trust Fund Policies, during the year ended September 30, 2022. Management of the Agency is responsible for the Agency’s compliance with the specified requirements. Our responsibility is to express an opinion on the Agency’s compliance with the specified requirements based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the Agency complied, in all material respects, with the specified requirements referenced above. An examination involves performing procedures to obtain evidence about whether the Agency complied with the specified requirements. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of material noncompliance, whether due to fraud or error. We believe that the evidence obtained is sufficient and appropriate to provide a reasonable basis for our opinion.

We are required to be independent and to meet our ethical responsibilities in accordance with relevant ethical requirements relating to the examination engagement.

Our examination does not provide a legal determination on the Agency’s compliance with specified requirements.

Our examination disclosed the following noncompliance with Section 163.387(6)(b), Florida Statutes, applicable to the Town of Eatonville Community Redevelopment Agency during the fiscal year ended September 30, 2022:

2022-02 The Agency did not submit its annual budget for fiscal year 2022 to the Orange County Board of County Commissioners within 10 days after the adoption of such budget.

2022-03 The Agency was unable to provide support to substantiate two disbursements totaling \$133.

In our opinion, the CRA complied, in all material respects, with the requirements of Sections 163.387(6) and 163.387(7), Florida Statutes, *Redevelopment Trust Fund*, during the year ended September 30, 2022, except for as noted in the paragraph above.

This report is intended solely for the information and use of the Agency's Board, management and the State of Florida Auditor General and is not intended to be and should not be used by anyone other than these specified parties.

Orlando, Florida

DATE

Town of Eatonville Community Redevelopment Agency
Schedule of Findings

2022-001 Financial Reporting (Repeat Finding)

Criteria: All transactions should be recorded in accordance with GAAP. The financial close process should include evaluation and adjustments to ensure accrual of respective accounts.

Condition: Multiple transactions were not recorded consistently with accounting principles generally accepted in the United States of America (GAAP).

Cause of Condition: Transactions inconsistent with GAAP were recorded improperly due to lack of oversight or insufficient knowledge. Transactions were not recorded appropriately as part of the financial close and reconciliation process.

Effect of Condition: The Agency’s financial statements were materially misstated prior to audit adjustments. The following adjustments were made:

- \$322,000 to properly account for the balance due from the Town
- \$133,000 to properly reflect revenue already accounted for in the prior year
- \$129,000 to properly reflect TIF payments and due from the Town for amount not rebated
- \$40,000 to properly account for insurance expense during the year
- \$19,000 to properly reflect payments to the CRA for the TIF payment shortage from the County
- \$11,000 to properly account for accrued liability amounts from prior year adjustments

Recommendations: We recommend the Finance Department ensure adjustments are made to reflect all activity on the GAAP basis and all filings are timely made as part of the financial close process. We recommend the amount due from the Town be considered to be reclassified as a transfer if not expecting repayment and obtain board approval for the transfer.

Views of Responsible Officials: See page 37 for management’s response to the finding.

**Town of Eatonville Community Redevelopment Agency
Management's Corrective Action Plan**

TOWN OF EATONVILLE COMMUNITY REDEVELOPMENT AGENCY

AUDIT PRESENTATION FOR YEAR ENDED SEPTEMBER 30, 2022



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AUDITORS' REPORTS AND LETTER

- Independent Auditors' Report on basic financial statements
 - Unqualified
- Government Auditing Standards Report
 - Material weaknesses on financial reporting relating to adjustments
- Compliance with Section 163.387(6) and (7) Florida Statutes
 - Agency didn't submit annual budget to Orange Board of County Commissioners within 10 days after adoption of budget
- Agency was unable to provide support to substantiate two disbursements totaling \$133

AUDITORS' REPORTS AND LETTER (CONT)

- Audit adjustments
 - Properly account for balance due from the Town
 - Properly reflect revenue already accounted for in prior year
 - Properly reflect TIF payments and shortage from County
 - Properly account for accrued liability amounts from prior year adjustments

MANAGEMENT LETTER

- Management Letter
 - Prior findings not corrected
 - Additional Matters (compliance related):
 - Agency did not submit annual budget for FY22 to Orange County within 10 days of adoption of such budget
 - Agency was unable to provide support to substantiate two disbursements totaling \$133

OTHER COMMUNICATIONS

- **Significant accounting policies** – GASB 87 Leases was implemented, policies can be seen in the footnotes.
- Accounting estimates** – estimated useful lives of capital assets
- **Disagreements with management** – none
 - **Consultations with Other Accountants** – none
 - **Issues Discussed Prior to Retention** – none
 - **Difficulties Encountered During the Audit** – none

QUESTIONS?



Town of Eatonville Community Redevelopment Agency Management's Corrective Action Plan

Town of Eatonville
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2022-001 Financial Reporting (Repeat Finding)

Criteria: All transactions should be recorded in accordance with GAAP. The financial close process should include evaluation and adjustments to ensure accrual of respective accounts.

Condition: Multiple transactions were not recorded consistently with accounting principles generally accepted in the United States of America (GAAP).

Cause of Condition: Transactions inconsistent with GAAP were recorded improperly due to lack of oversight or insufficient knowledge. Transactions were not recorded appropriately as part of the financial close and reconciliation process.

Effect of Condition: The Agency's financial statements were materially misstated prior to audit adjustments. The following adjustments were made:

- \$322,000 to properly account for the balance due from the Town
- \$133,000 to properly reflect revenue already accounted for in the prior year
- \$129,000 to properly reflect TIF payments and due from the Town for amount not rebated
- \$40,000 to properly account for insurance expense during the year
- \$19,000 to properly reflect payments to the CRA for the TIF payment shortage from the County
- \$11,000 to properly account for accrued liability amounts from prior year adjustments

Recommendations: We recommend management ensure adjustments are made to reflect all activity on the GAAP basis and all reconciliations are timely made as part of the financial close process. We also recommend the amount due from the Town be considered as a transfer if not expecting repayment and obtain board approval for the transfer.

Views of Responsible Officials:

In response to the financial reporting repeat findings, the Town of Eatonville Community Redevelopment Agency (CRA) management concurs with the audit findings. This is a result of transitioning of management and fiscal staff. Additional, upon the hiring of new staff and/or transition of duties we will ensure staff follows the United States of America (GAAP) accounting principles.