

**STANDARD CONTRACT NO. C 26-01-11-HR
BETWEEN THE CITY OF SUNRISE, FLORIDA
AND ACORDIS INTERNATIONAL CORP.**

THIS CONTRACT between the City of Sunrise, a municipal corporation of the State of Florida whose address is 10770 West Oakland Park Boulevard, Sunrise, Florida, 33351 (hereinafter referred to as "the City") and Acordis International Corp., a Florida corporation, (hereinafter referred to as the "Contractor"), whose address is 2785 N Commerce Parkway and whose Federal Identification Number is 22-3938023, incorporates RFP No. 26-01-11-HR and Contractor's Proposal as if fully set forth herein.

In consideration of the mutual terms and promises set forth below, the City and the Contractor agree as follows:

1. Services

The Contractor's responsibility under this Contract is for WiFi at three (3) Sunrise City park sites as set forth in this Contract and as attached hereto in Exhibit I, which is attached and made a part of this Contract.

The City's representative during the performance of this Contract shall be Javier Leon telephone number (954) 746-3447 or designee.

The Contractor's representative during the performance of this Contract shall be Jorge Lopez telephone number (954) 272-9856.

2. Payments

The Contractor will bill the City at the completion of each job for Services rendered toward the completion of the work defined herein at the rates listed in Exhibit II. The Contractor shall submit invoices to:

City of Sunrise
Attn: Accounts Payable Dept.
10770 West Oakland Park Blvd.
Sunrise, FL 33351

The City shall pay Contractor for work performed in accordance with §218.70, et seq., Florida Statutes, the Local Government Prompt Payment Act, after receipt of Contractor's proper invoice. To be deemed proper, each invoice must comply with all statutory terms and all requirements specified by the City in its contract and / or purchase order. If a payment request or invoice does not meet the contract / agreement / purchase order requirements, the City will reject the payment request or invoice as specified in accordance with §218.70, et seq., Florida Statutes. The rejection will be written and will specify the deficiency and the action necessary to make the payment request or invoice proper.

Final Invoice: In order for both parties herein to close their books and records, the Contractor will

clearly state "final invoice" on the Contractor's final/last billing to the City. This certifies that all Services have been properly performed and all charges and costs have been invoiced to the City. Since this account will thereupon be closed, any and other further charges, if not properly included on this final invoice, or which are in excess of the not to exceed amount, are waived by the Contractor.

3. Initial Contract Period and Contract Renewal

The initial Contract period shall be for 70 days, commencing upon final execution of this Contract.

In the event the Services are scheduled to end either by Contract expiration or by termination by the City of Sunrise, the City in its sole discretion may require the Contractor to continue the Services until new services can be completely operational. The City Manager, or designee, may extend the Contract for a period not to exceed six (6) months subject to the same terms and conditions set forth in the initial Contract. The Contractor will be reimbursed for Services at the rate in effect when this transitional period clause is invoked by the City. Any additional extensions shall be subject to City Commission approval.

4. Terms Relating To Price

The cost of all services shall remain firm for the entire Contract period of 70 days. No cost increases shall be accepted during this initial Contract term. Thereafter, any extensions shall be subject to the following:

The yearly increase or decrease in the CPI for extension terms shall be that latest index published and available ninety (90) days prior to the end of the Contract year then in effect, as compared to the index for the comparable month, one (1) year prior.

Any requested cost increase shall be fully documented and submitted to the City at least ninety (90) days prior to the end of the initial Contract term, and, for extension terms, at least ninety (90) days prior to the end of the Contract year then in effect. Any approved cost adjustments shall become effective upon the beginning date of the approved Contract extension.

The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, or considered to be excessive, or if decreases are considered to be insufficient.

5. Access and Audits

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 five (5) state fiscal years after all reporting requirements are satisfied and final payments have been received, or for a period of three (3) years from the date that Commerce closes out the CDBG-CV program year(s) from which the funds were awarded by the U.S. Department of Housing and Urban Development, whichever period is longer, and shall allow Commerce, or its designee, the Chief Financial Officer (CFO), or Auditor General access to such records upon request. 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. The Subrecipient shall ensure that audit

working papers are made available to Commerce, or its designee, CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by Commerce.

6. Truth-In-Negotiation Certificate

Signature of this Contract by the Contractor shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, overhead charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the Contractor's most favored customer for the same or substantially similar services. The said rates and costs shall be adjusted to exclude any significant sums should the City determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate presentation of fees paid to outside Contractors. The City shall exercise its rights under this clause within three (3) years following final payment.

7. Insurance Requirements

7.1 Contractor agrees at its sole expense to maintain on a primary basis, non-contributory basis during the life of this Contract the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under the Contract. Any coverage maintained by the City shall apply excess of, or contingent upon the absence of, insurance required or maintained by Contractor.

7.2 Commercial General Liability. Contractor agrees to maintain Commercial General Liability at a limit of liability not less than \$1,000,000.00 Each Occurrence, \$2,000,000 Annual Aggregate. Contractor agrees its coverage shall not contain any restrictive endorsement(s) excluding or limiting Product/Completed Operations, Independent Contractors, Broad Form Property Damage, X-C-U Coverage, Contractual Liability or Separation of Insureds.

7.3 Additional Insured Endorsement. Contractor agrees to endorse the State of Florida, Department of Commerce and City of Sunrise both as an Additional Insureds on the Commercial General Liability with the following, or similar endorsement providing equal or broader Additional Insured coverage, the CG 20 26 07 04, or CG 20 26 04 13, Additional Insured – Designated Person or Organization endorsement; or the CG 20 10 07 04, or CG 20 10 04 13, Additional Insured – Owners, Lessees, or Contractors endorsement, including the additional endorsement of GC 20 37 07 04, or GC 20 04 13, Additional Insured – Owners, Lessees, or Contractors Completed Operations. The name of the organization endorsed as Additional Insured for all endorsements shall read "City of Sunrise, Attn Risk & Benefit Management Office, 10770 W. Oakland Park Blvd, 4th Floor, Sunrise, Florida, 33351, and State of Florida, Department of Commerce, Attn: Government Operations Consultant III, Florida CDBG-CV Program, 107 East Madison Street – MSC 400, Tallahassee, FL 32399-6508".

7.4 Business Automobile Liability. Contractor agrees to maintain Business Automobile

Liability at a limit of liability not less than \$1,000,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

7.5 Worker's Compensation Insurance & Employers Liability. Contractor agrees to maintain Worker's Compensation Insurance & Employers Liability in accordance with Florida Statutes Chapter 440.

7.6 Waiver of Subrogation. Contractor agrees by entering into Contract to a Waiver of Subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Contractor enter into such an agreement on a pre-loss basis.

7.7 Certificate(s) of Insurance. Contractor agrees to provide City a Certificate of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect, and Certificates of Insurance shall provide a minimum thirty (30) day endeavor to notify, when a manuscript notice endorsement is available by Contractor's insurer. If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the City by email within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. The Certificate Holder(s) address shall read:

Original to:

City of Sunrise
Attn: Procurement Manager
Purchasing Office
10770 West Oakland Park Blvd.
Sunrise, Florida 33351
purchasing@sunrisefl.gov

Copy to:

City of Sunrise
Attn: Risk Manager
Risk Management Division
10770 W. Oakland Park Blvd.
Sunrise, FL 33351
riskmanagement@sunrisefl.gov

7.8 Umbrella or Excess Liability. Contractor may satisfy the minimum liability limits required above for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. Contractor agrees to endorse State of Florida, Department of Commerce and City of Sunrise as "Additional Insureds" on the Umbrella or Excess Liability, unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

7.9 Right to Revise or Reject. City reserves the right, but not the obligation, to revise any insurance requirement, not limited to limits, coverages and endorsements, or to reject any insurance policies which fail to meet the criteria stated herein. Additionally, City reserves the right, but not the obligation, to review and reject any insurer providing coverage due to its poor financial condition or failure to operate legally.

8. Performance and Payment Bond Not Applicable

9. Termination for Governmental Non-Appropriations

The City is a bona fide governmental entity of the State of Florida with a fiscal year ending on September 30 of each calendar year. If the City does not appropriate sufficient funds to purchase the Services or quantities required under this Contract for any of the City's fiscal years subsequent to the one in which the Contract is executed and entered into, then this Contract shall be terminated effective upon expiration of the fiscal year in which sufficient funds to continue satisfaction of the City's obligation under this Contract were last appropriated by the City and the City shall not, in this sole event be obligated to make any further purchases beyond said fiscal year.

10. Termination for Cause

This Contract may be terminated by either party upon three (3) calendar days' written notice to the other party, should such other party fail substantially to perform in accordance with the material terms of the Contract through no fault of the party initiating the termination. In the event the Contractor abandons this Contract or causes it to be terminated by the City, the Contractor shall indemnify the City against any loss pertaining to this termination. In the event that the Contractor is terminated by the City for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 10. and the provisions of Section 10. shall govern.

11. Termination for Convenience

This Contract may be terminated by the City without cause upon thirty (30) days' written notice to the Contractor. In the event of such a termination without cause, the Contractor shall be compensated for all Services completed and accepted by the City's representative as authorized herein, together with reimbursable expenses incurred. In such event, the Contractor shall promptly submit its invoice for final payment and reimbursement under the terms of this Contract to the City.

12. Indemnification

To the fullest extent permitted by law, the Contractor agrees to indemnify, defend and hold harmless the State of Florida, Department of Commerce and City of Sunrise, their officers, agents, volunteers, and employees from and against all claims, damages, losses, and expenses, including but not limited to attorneys' fees, court costs, or other alternative dispute resolution costs arising out of or resulting from the performance of work under this Contract (1) provided that any such claims, damages, losses or expenses are attributable to bodily injury, sickness, disease, death, or personal injury, or property damage, and (2) are caused in whole or in part by the negligent acts,

errors, or omissions of the Contractor, Contractor's subcontractor(s), or anyone directly or indirectly employed or hired by Contractor or anyone for whose acts Contractor may be liable, **REGARDLESS OF WHETHER OR NOT CAUSED IN PART BY THE STATE OF FLORIDA, DEPARTMENT OF COMMERCE OR CITY OF SUNRISE, THEIR OFFICERS, AGENTS, VOLUNTEERS, OR EMPLOYEES.** The State of Florida, Department of Commerce and City of Sunrise reserves the right, but not the obligation, to participate in the defense without relieving Contractor of any obligation hereunder. Contractor agrees this indemnity obligation shall survive the completion or termination of the Contract.

13. Independent Contractor

The Contractor is an independent contractor under this Contract. Personal services provided by the Contractor shall be by employees of the Contractor who are subject to supervision by the Contractor, and who shall not be officers, employees, or agents of the City. Personnel policies, tax responsibilities, purchasing policies and other similar administrative procedures applicable to Services rendered under this Contract shall be those of the Contractor.

14. Authority to Practice

The Contractor hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the City's representative upon request.

15. Severability

If any term or provision of this Contract or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

16. Governing Law/Jurisdiction/Venue

This Contract shall be construed in accordance with and governed by the law of the State of Florida. Venue for any action arising out of or relating to this Contract shall lie in Broward County, Florida. Both parties hereby agree to waive a jury trial and will proceed to a trial by judge, if necessary. Except as set forth in paragraph 9 and 11, each party will be responsible for their own attorneys' fees and costs.

17. Successors and Assigns

The City and Contractor bind themselves, their successors, assigns and legal representatives to the other party hereto and to successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in this Contract. The Contractor shall not assign this Contract without written consent of the City.

18. Subcontracting

The City reserves the right to accept the use of a subcontractor, or to reject the selection of a particular subcontractor, and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the service in a timely fashion, the Contractor shall promptly do so, subject to acceptance of the new subcontractor by the City.

19. Conflict of Interest

The Contractor represents that it presently has no interest and shall acquire no interest, either directly or indirectly, which would conflict in any manner with the performance of Services required hereunder, as provided for in Section 112.311, Florida Statutes. The Contractor further represents that no person having any such interest shall be employed for said performance.

20. Contingent Fees

The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Contract and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

21. Nondiscrimination

The Contractor warrants and represents that all of its employees are treated equally during employment without regard to race, color, national origin, sex, gender identity, sexual orientation, age, disability/handicap, religion, family or income status.

22. Public Entity Crimes

Pursuant to Section 287.133, Florida Statutes, a person or affiliate 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 the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. By execution of this Contract, Contractor represents that it has not been placed on the convicted vendor list as provided in Section 287.133, Florida Statutes.

23. Modifications of Work

If the City requires miscellaneous additional work, Services or materials not delineated in the

Contractor's Proposal but within the general Scope of Service, the Contractor shall submit a detailed written proposal to the authorized City representative. If the proposal is approved, the Contractor shall receive authorization to proceed by receipt of a purchase order incorporating the Contractor's proposal.

The City reserves the right to make changes in the Scope of Service, including alterations, reductions therein or additions thereto. Upon receipt by the Contractor of the City's notification of a contemplated change, the Contractor shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the City of any estimated change in the completion date, and (3) advise the City if the contemplated change shall affect the Contractor's ability to meet the completion dates or schedules of this Contract. The parties agree to negotiate in good faith changes in the Scope of Service that may occur.

If the City so instructs in writing, the Contractor shall suspend work on that portion of the Scope of Service affected by a contemplated change, pending the City's decision to proceed with the change. If the City elects to make the change, the City shall initiate a Contract Amendment and the Contractor shall not commence work on any such change until such written amendment is signed by the Contractor and approved and executed by the City's representative and Procurement Manager.

24. Notice

All written notices required in this Contract shall be sent by hand delivery, overnight mail, or certified mail, return receipt requested, and if sent to the City, shall be mailed to:

Procurement Manager
City of Sunrise
10770 West Oakland Park Blvd.
Sunrise, FL 33351

cc: City Attorney
City of Sunrise
10770 West Oakland Park Blvd.
Sunrise, FL 33351

If sent to the Contractor, shall be mailed to:

Acordis International Corp.
2785 N Commerce Parkway
Miramar, FL 33025

25. No Damages for Delay

The Contractor shall not be entitled to any claim for damages including, but not limited to, loss of profits, loss of use, home office overhead expenses, equipment rental and similar costs, on account of delays in the progress of the Services from any cause whatsoever including an act or neglect of

the City, adverse weather conditions, and act of God, strike, war or national disaster or emergency, unusual delay in deliveries, unusual delay in procuring permits, differing site conditions, unavoidable casualties or other causes beyond the Contractor's control, or by delay authorized by the City, or by other causes which the Contractor determines may justify delay. The Contractor's sole recovery and sole remedy for any such delay shall be a reasonable extension of time and a revision to the schedule as determined by the City. However, additional costs to the Contractor or delays in the Contractor's performance caused by improperly timed activities shall not be the basis for granting a time extension. If the Contractor wishes to make a claim for an increase in time of performance, written notice of such claim shall be made to the City within ten (10) working days after the occurrence of the event, or the first appearance of the condition giving rise to such claim. The City's representative shall determine whether or not the Contractor is entitled to a time extension for the delay. The failure of the Contractor to give such notice shall constitute a waiver of any claim under this section.

26. Public Records Law

The Contractor shall comply with all applicable requirements contained in the Florida Public Records Law (Chapter 119, Florida Statutes), including but not limited to any applicable provisions in Section 119.0701, Florida Statutes. To the extent that the Contractor and this Contract are subject to the requirements in Section 119.0701, Florida Statutes, the Contractor shall: (a) keep and maintain public records required by the City to perform the Services provided hereunder; (b) upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (c) ensure that 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 the term of this Contract and following completion of this Contract if the Contractor does not transfer the records to the City; and (d) upon completion of the Contract, transfer, at no cost, to the City all public records in the possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City. If the Contractor fails to comply with the requirements in this Section 25, the City may enforce these provisions in accordance with the terms of this Contract. If the Contractor fails to provide the public records to the City within a reasonable time, it may be subject to penalties under Section 119.10, Florida Statutes.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, THE CONTRACTOR SHOULD CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS: THE CITY CLERK, FELICIA M. BRAVO, BY TELEPHONE (954/746-3333), E-MAIL (CITYCLERK@SUNRISEFL.GOV), OR MAIL (CITY OF SUNRISE,

**OFFICE OF THE CITY CLERK, 10770 WEST OAKLAND PARK BOULEVARD,
SUNRISE, FLORIDA 33351).**

27. Entirety of Contract

The City and the Contractor agree that this Contract sets forth the entire Contract between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto with the same formality as this Contract. Any alteration of the terms and conditions of this Contract must be contained in the Deviation Page after approval by the City Attorney and executed by the Contractor and City to be binding.

28. Discriminatory Vendor List

Pursuant to Section 287.134, Florida Statutes, an entity or affiliate 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 execution of this Contract, Contractor represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes.

29. Scrutinized Companies

Pursuant to Section 287.135, Florida Statutes, Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes and that it is not engaged in a boycott of Israel.

Pursuant to Section 287.135, Florida Statutes, in the event the Contract is for one million dollars or more, Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List created pursuant to Section 215.473, Florida Statutes; and Contractor further certifies that it is not engaged in business operations in Cuba or Syria.

Pursuant to Section 287.135, Florida Statutes, City may, at the option of the City Commission, terminate this Contract if Contractor is found to have submitted a false certification as provided under subsection 287.135(5), Florida Statutes; has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel; has been placed on the Scrutinized Companies with Activities in Sudan List; has been placed on the Scrutinized Companies with Activities in the Iran List created pursuant to Section 215.473, Florida Statutes; or has been engaged in business operations in Cuba or Syria.

30. Order of Precedence

In the event the terms of this Contract conflict with the City's RFP or Contractor's Proposal, the conflict shall be resolved by giving the documents the following order of priority: this Contract, the City's RFP, and Contractor's Proposal.

31. Compliance with Laws

Contractor and the Services must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations including, without limitation, American with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations.

32. Electronic Recordkeeping

Contractor certifies their services and products meet all recordkeeping requirements of the State of Florida, including but not limited to those in Chapter 119, Florida Statutes and Rule 1B-26.003(6)(g), Florida Administrative Code.

33. E-Verify – Employment Eligibility

- 33.1 Contractor warrants and represents that it complies with Section 448.095, Florida Statutes, as may be amended. Contractor (1) registered with and uses the E-Verify System (E-Verify.gov), to electronically verify the work authorization status of all newly hired employees; and (2) verified that all of the Contractor's subcontractors performing the duties and obligations of this Contract are registered with and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.
- 33.2 Contractor shall obtain from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in Section 448.095(1)(k), Florida Statutes, as may be amended. Contractor shall maintain a copy of any such affidavit from a subcontractor for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Contract which requires a longer retention period.
- 33.3 City shall terminate this Contract if it has a good faith belief that Contractor has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If City has a good faith belief that Contractor's subcontractor has knowingly violated Section 448.09(1), Florida Statutes, as may be amended, City shall notify Contractor to terminate its contract with the subcontractor and Contractor shall immediately terminate its contract with the subcontractor.
- 33.4 If City terminates this Contract pursuant to the subsection 33.3 above, Contractor shall be barred from being awarded a future contract by City for a period of one (1) year from the date on which this Contract was terminated. In the event of such

Contract termination, Contractor shall also be liable for any additional costs incurred by City as a result of the termination.

34. Foreign Gifts and Contracts

Pursuant to Fla. Stat. §286.101(3), where the amount of the grant or contract is 100,000.00 or more, Contractor shall disclose any current or prior interest of, any contract with, or any grant or gift received from a country of foreign concern with a value of \$50,000 or more that was received or in force during the previous five (5) years. Definitions, disclosure requirements and exceptions are found in Fla. Stat. §268.101. Contractor represents and warrants it has complied with Fla. Stat. §286.101, it has properly disclosed such interests, contracts, grants or gifts to City before execution of this Contract and it will remain in compliance with Fla. Stat. §286.101 for the duration of this Contract.

35. Prohibited Telecommunications Equipment

Contractor represents and certifies that it and all its subcontractors do not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. Contractor represents and certifies that it and all its subcontractors shall not provide or use such covered telecommunications equipment, system, or services during the term of this Contract.

36. Antitrust Violations

The Contractor has a continuous duty to disclose to the City if it or any of its affiliates (as defined by Section 287.137(1)(a), Florida Statutes) are placed on the Antitrust Violator Vendor List. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity. By entering this Contract, Contractor certifies that neither it nor its affiliate(s) are on the antitrust violator vendor list at the time of entering this Contract. False certification under this paragraph or being subsequently added to that list will result in termination of this Contract, at the option of the City consistent with Section 287.137, Fla. Stat. as amended.

37. Entities of Foreign Concern

The provisions of this section apply only if Contractor or any Subcontractor will have access to an individual's personal identifying information under this Agreement. Contractor represents and certifies: (i) Contractor is not owned by the government of a foreign country of concern; (ii) the government of a foreign country of concern does not have a controlling interest in Contractor; and (iii) Contractor is not organized under the laws of and does not have its principal place of business in a foreign country of concern. On or before the Effective Date, Contractor and any Subcontractor

that will have access to personal identifying information shall submit to City under Section 23, Notices, executed Exhibit "III" Affidavit of Compliance with Foreign Entity Laws, under penalty of perjury, to the City attesting that the entity does not meet any of the criteria in Section 287.138(2), Florida Statutes. Compliance with the requirements of this section is included in the requirements of a proper invoice for purposes of Section 2. Terms used in this section that are not otherwise defined in this Agreement shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

38. Human Trafficking

Pursuant to Section 787.06(14), Fla. Stat., nongovernmental entities contracting with the City are required to provide an affidavit attesting that the nongovernmental entity does not use coercion for labor or services as defined within Section 787.06, Fla. Stat. By executing this Contract and submitting the executed required affidavit Exhibit "IV", the Contractor represents and warrants that it does not use coercion for labor or services as provided by state law.

39. Emergency Response

If this Contract is for goods or services related to emergency response for a natural emergency and Contractor breaches this Contract during an emergency recovery period, as such period is defined in Section 252.505, Florida Statutes, Contractor must pay City a \$5,000 penalty plus damages, which shall be either actual and consequential damages or, if otherwise stated in this Contract, liquidated damages, in accordance with Section 252.505, Florida Statutes.

40. Executive Order 21-223

Pursuant to State of Florida Executive Order Number 21-223, the Subrecipient shall utilize the U.S. Citizenship and Immigration Services' Systematic Alien Verification for Entitlements program (known as "SAVE"), or any successor or similar applicable verification program, to confirm the eligibility of beneficiaries before providing any funds, resources, benefits, or any other thing of value during the Agreement term. Further, the Subrecipient shall include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to the Agreement utilize SAVE, or any successor or similar applicable verification program, to confirm the eligibility of beneficiaries before providing any funds, resources, benefits, or any other thing of value during the Agreement term.

41. Section 3 Required Language

41.1 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.

41.2 The Parties to this contract agree to comply with HUD's regulations in 24 C.F.R. part 75, which implements 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.

41.3 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.

41.4 The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. 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 C.F.R. 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 C.F.R. part 75.

41.5 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 C.F.R. part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 C.F.R. part 75.

41.6 Noncompliance with HUD's regulations in 24 C.F.R. part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

41.7 Contracts and subcontracts subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(B)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the requirements of Section 3.

42. Whistleblower Protection

Pursuant to Section 828 of Pub. L 112-239, "National Defense Authorization Act for Fiscal Year 2013" and permanently extended through the enactment of Pub. L 114-261 (December 14, 2016), this award, related subawards, and related contracts over the simplified acquisition threshold and all employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower right and remedies established at 41 U.S.C. § 4712. Subrecipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees, in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. § 4712. This clause shall be inserted in all subawards and in contracts over the

simplified acquisition threshold related to this award; best efforts should be made to include this clause in any subawards and contracts awarded prior m the effective date of this provision.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK AND SIGNATURES FOLLOW ON ATTACHED PAGE]

IN WITNESS WHEREOF, the Procurement Manager, authorized to execute same by City Commission, has made and executed this Contract on behalf of the City the day and year below written and Contractor has hereunto set its hand the day and year below written.

CITY OF SUNRISE

By: _____

Print: Victoria Hernandez

Title: Procurement Manager

Date: _____

Approved as to form and legal sufficiency for the City:

By: _____

Thomas P. Moss
City Attorney

ACORDIS INTERNATIONAL CORP.

Witness

By: _____

Witness

Print: _____

Title: _____

Date: _____

EXHIBIT I

SCOPE OF SERVICE / SPECIFICATIONS

The City of Sunrise requires a comprehensive, turn-key public Wi-Fi solution across the three (3) City park sites listed below. The solution must deliver high-density wireless coverage, scalable and suitable for large community events, incorporate redundancy/failover, and maximize throughput while minimizing reliance on wireless mesh links. The proposed solution must be scalable to a minimum of 1,000 concurrent users at the City Park site at any given time.

The Contractor shall provide and install all necessary equipment and services to complete the project, including but not limited to: network security gateway(s)/firewall(s), indoor and outdoor wireless access points, appropriate directional and omnidirectional antennas, switching, structured cabling and fiber backhaul, poles and mounting hardware, weatherproof enclosures and electrical (low voltage) as required; all programming/configuration; RF design and optimization; labeling and documentation; testing and certification; user portal splash page and content-filtering policies; training, knowledge transfer, and post-installation support as required.

Park Site Locations, Descriptions, and Amenities

CITY PARK - 6600 SUNSET STRIP SUNRISE, FL 33313, Exhibit "A"

1. General Park Description: City Park features an expansive 140-yard multipurpose field for community events, concerts, and sports; a quarter-mile walking path with seven (7) outdoor exercise stations; a covered amphitheater stage; two (2) covered event rental pavilions with gas grills; soccer-themed splash pad and sun-shaded playground; three (3) fully covered outdoor basketball courts with professional rims and backboards; two (2) newly resurfaced regulation tennis courts; two (2) small pavilions, each accommodating 20-30 people, with tables and a gas grill.
2. Amenities: amphitheater/stage; basketball; bike rack; bike repair station; fitness stations; multipurpose field; picnic pavilions; playground; restrooms; splash pad; tennis; walking path.
3. Capacity: 100+

ROARKE HALL - 1720 NW 60 AVENUE SUNRISE, FL 33313, Exhibit "B"

1. General Park Description: Roarke Hall features a pool, splash pad, restroom facilities, and Boys and Girls Club
2. Amenities: Children's Pool; Restrooms; Splash Pad
3. Capacity: 50+

VILLAGE BEACH CLUB - 6767 NW 24TH STREET SUNRISE, FL 33313, Exhibit "C"

1. General Park Description: Village Beach Club features a free-form pool; restroom facilities.
2. Amenities: Children's Pool; Restrooms; Splash Pad

3. Capacity: 50+

The following describes the Services to be performed for the City and provides all mandated requirements:

General Broadband Project Requirements

1. The project must constitute a comprehensive turn-key solution delivered by the awarded Vendor.
2. Utilization of widespread bands (2.4, 5, and 6 GHz) with coverage extending to all park areas.
3. Inclusive hardware and software programming for all necessary configurations.
4. Inclusion of any required electrical work, including low voltage and weatherproofing.
5. Identification and inclusion of all network LAN wiring (copper or fiber).
6. Documentation and labeling of all patch panels, access points, cable drops, and project-related equipment.
7. Provision and installation of all essential equipment.
8. The proposed solution shall deliver at least 1 Gbps throughput per client device.
9. Submission of proposals with cost estimates, project timelines, and relevant information by the specified deadline.
10. Provision of comprehensive documentation, including network diagrams, configuration details, and relevant information for future reference and maintenance.
11. Obtain necessary permits before installing any equipment.

Testing, Documentation, and Additional Project Requirements

1. Contractor must provide project documentation with detailed diagrams for each park site after project completion. The City of Sunrise must sign off on the documentation from each site before the project can be considered closed.
2. Contractor must provide test results and certifications of all access point connections at each park site, illustrating and maintaining gigabit throughput connection speeds to each access point. The City of Sunrise must sign off on the test results for the three (3) park sites before the project can be deemed closed out.
3. Contractor must submit a field-test heat map for each site (e.g., City Park, Roarke Hall, and Village Beach Club) displaying bandwidth throughput metrics for each Access Point (AP).
4. Contractor must provide all project documentation describing the equipment utilized to complete this project, including diagrams.
5. Utilize 2.4 GHz, 5 GHz, and, where feasible, 6 GHz bands to provide pervasive coverage across all user areas.
6. Provide a mix of indoor and outdoor access points with appropriate antenna patterns (e.g., sector, stadium, or omni) to achieve uniform signal quality and capacity during peak events.
7. Provide network security gateway/firewall capacity sufficient for ≥ 3 Gbps aggregate throughput for the combined parks environment, with traffic shaping, content filtering, and policy enforcement to be configured in collaboration with the City.

8. Provide switching at field enclosures with fiber uplinks; each enclosure should support a minimum 10 Gbps backhaul connection to the distribution/core layer (where available at the site).
9. All exposed cabling and conduit shall be rated for outdoor use; install using electrical-grade PVC or equivalent weather-resistant conduit as applicable. All cabling must be labeled end-to-end and documented on as-built drawings and patch panel schedules.
10. Include all required electrical work (including low-voltage) and required permitting to deliver a fully operational system.
11. Provide a centralized, secure management portal/dashboard accessible to City IT staff for monitoring, configuration, and reporting.
12. Include configuration of the Wi-Fi environment (SSIDs, splash page, acceptable-use/content filtering, QoS, VLANs, DHCP/DNS integration as applicable).
13. LAN media may include copper and/or fiber; Vendor is responsible for identifying all required pathways and terminations.
14. Submit a detailed implementation plan and schedule, and coordinate change windows with the City before deployment.
15. Provide training, documentation, and knowledge transfer for City IT staff upon completion.

Warranty and Maintenance

The Contractor must provide a minimum of three (3) years warranty on all furnished hardware and a minimum of three (3) years of maintenance, monitoring, and on-site support commencing upon City acceptance of the project. Maintenance shall include firmware/software updates, proactive monitoring, and break/fix services in accordance with industry best practices.

Additional Information

Utilization of Minority / Women's / Labor Surplus Firms

The City of Sunrise, in accordance with the requirements as stated in 2 C.F.R. § 200.321 encourages the active participation of minority businesses, women's business enterprises and labor surplus area firms as a part of any subsequent contract whenever possible. As such any Bidder utilized by the City must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible, in accordance with § 2 CFR 200.321. More specifically, if subcontracts are to be let, through a prime Bidder, that Bidder is required to take the affirmative steps listed in items (1) through (5) below.

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Prior to any contract award, the Bidder must document efforts to utilize M/WBE firms including what firms were solicited as suppliers and/or subcontractors as applicable and submit this information with their Proposal. Information regarding certified M/WBE firms can be obtained from: Florida Department of Management Services (Office of Supplier Diversity) and Broward County Office of Economic and Small Business Development.

Suspension and Debarment

Pursuant to Section 2 C.F.R. 200.213, Code of Federal Regulations, City of Sunrise is subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 C.F.R. part 180. These regulations restrict awards, sub-awards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. The City of Sunrise will access SAM Exclusions through the Internet, currently at <https://www.sam.gov>. SAM Exclusions is a widely available source of the most current information about persons who are excluded or disqualified from covered transactions.

This project is a federal U.S. Department of Housing and Urban Development (HUD) Community Block Grant CARES Act passthrough grant implemented by the Florida Department of Commerce and is subject to the requirements contained herein.

All CDBG funds must be administered in compliance with the following federal laws:

- Title VI of the Civil Rights Act-No person shall be discriminated under any program or activity receiving federal funds on the basis of race, color, or national origin. (24 CFR Part 1).
- Title VIII of the Civil Rights Act of 1968-Fair Housing Act-prohibiting housing discrimination on the basis of race, color, religion, sex and national origin (24 CFR 570.614)
- Americans with Disability Act (ADA)-prohibiting employment discrimination and newly constructed or renovated for use by public entity be designed and constructed so that the facility is readily accessible to and usable by persons with disabilities.
- Age Discrimination Act of 1975-prohibiting discrimination based on age under any program or activity receiving federal assistance.
- Section 3 of the Housing and Community Development Act of 1968.
- Environmental Review Hazards-Including Lead, Mold and Asbestos detection and remediation requirements consistent with federal guidelines.

The below attachments are incorporated herein by reference:

Attachment "1"-CFR 200 Appendix II, attached hereto and incorporated by reference.

Attachment "2"-Davis Bacon Act- Wage Determination February 2024

Attachment "3"-Grant Agreement H2461-A1 and Amendment 1, attached hereto and incorporated by reference.

Attachment "4"-Certification Regarding Lobbying

Attachment "5"-Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.

EXHIBIT II

COST PROPOSAL

Item No.	Description	Total Cost
1.	Turn-key solution for high-speed Wi-Fi internet access at City Park 6600 Sunset Strip Sunrise, FL 33313	\$15,194.00
2.	Turn-key solution for high-speed Wi-Fi internet access at Roarke Hall 1720 NW 60 Avenue Sunrise, FL 33313	\$18,019.00
3.	Turn-key solution for high-speed Wi-Fi internet access at Village Beach Club 6767 NW 24th Street Sunrise, FL 33313	\$92,410.00

GRAND TOTAL (Items 1-3) \$125,623.00

One hundred twenty-five thousand six hundred and twenty-three dollars and zero cents
(Written Amount)

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EXHIBIT III

AFFIDAVIT OF COMPLIANCE WITH FOREIGN ENTITY LAWS

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)
2. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes)
3. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes)
4. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes)
5. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes)
6. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes)
7. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.
8. *(Only applicable if purchasing real property)* Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source: §§ 692.203(6)(a), 692.204(6)(a), Florida Statutes)
9. The undersigned is authorized to execute this affidavit on behalf of Entity.

Date: _____, 20____ Signed: _____

Entity: _____ Name: _____

Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this _____ day of _____, 20____, by _____, as _____ for _____, who is personally known to me or who has produced _____ as identification.

Notary Public Signature: _____ State of Florida at Large (Seal)

Print Name: _____ My commission expires: _____

EXHIBIT IV

AFFIDAVIT OF COMPLIANCE WITH HUMAN TRAFFICKING LAWS

In accordance with section 787.06 (14), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

1. The Affiant is an officer or representative of the Entity entering into an agreement with the City of Sunrise.

2. The Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".

3. The Affiant is authorized to execute this Affidavit on behalf of the Entity.

4. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

5. Pursuant to Sec. 92.525(2), Fla. Stat., under penalties of perjury, I declare that I have read the foregoing affidavit of compliance with Human Trafficking Laws and that the facts stated in it are true.

Date: _____
Entity: _____
Signature: _____
Print Name: _____
Title: _____

STATE OF _____
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this ____ day of _____, 20__, by _____, as _____ of _____.

(SEAL)

Signature of Notary Public – State of Florida

Print, type of stamp commissioned name of Notary Public

Personally Known OR Produced Identification

Type of Identification Produced _____



WiFi Project Location: Village Multi Purpose Center & City Park
Address: 6600 Sunset Strip

Legend

 Park Boundary

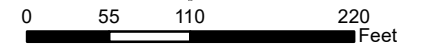



Exhibit "A" - CITY PARK SITE MAP



Wifi Project Location: Roarke Hall
Address: 1720 NW 60th Avenue

Legend

 Park Boundary

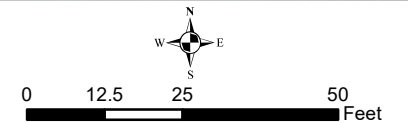


Exhibit "B" - ROARKE HALL SITE MAP



Wifi Project Location: Village Beach Club
Address: 6767 NW 24 St

Legend

Park Boundary

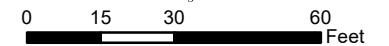


Exhibit "C" - VILLAGE BEACH CLUB SITE MAP

This content is from the eCFR and is authoritative but unofficial.

Title 2 – Grants and Agreements

Subtitle A – Office of Management and Budget Guidance for Grants and Agreements

Chapter II – Office of Management and Budget Guidance

Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

Source: 85 FR 49543, Aug. 13, 2020, unless otherwise noted.

Source: 85 FR 49539, Aug. 13, 2020, unless otherwise noted.

Authority: 31 U.S.C. 503

Source: 78 FR 78608, Dec. 26, 2013, unless otherwise noted.

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 effected 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.

(K) See § 200.216.

(L) See § 200.322.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13, 2020]

"General Decision Number: FL20250107 08/15/2025

Superseded General Decision Number: FL20240107

State: Florida

Construction Type: Heavy

County: Broward County in Florida.

HEAVY CONSTRUCTION PROJECTS (Including Sewer and Water Lines)

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/03/2025
1	04/04/2025
2	08/15/2025

ELEC0728-006 03/01/2025

	Rates	Fringes
ELECTRICIAN.....	\$ 40.25	15.20

ENGI0487-023 07/01/2023

	Rates	Fringes
OPERATOR: Crane		
All Cranes 75 Tons and below.....	\$ 37.07	14.90
All Cranes Over 300 Ton, Electric Tower, Luffing Boom Cranes.....	\$ 40.40	14.90
Cranes 130-300 Ton.....	\$ 39.38	14.90
Cranes 76 ton to 129 Ton....	\$ 37.57	14.90

ENGI0487-026 07/01/2023

	Rates	Fringes
OPERATOR: Drill		
Drill Rig, Truck Mounted, Sterling Class.....	\$ 27.00	14.90
Drill Rig, Truck Mounted,		

Watson Class.....\$ 32.75 14.90
 OPERATOR: Oiler.....\$ 27.53 14.90

 IRON0272-005 10/01/2024

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 28.84	15.72

 LAB01652-004 05/01/2018

	Rates	Fringes
LABORER: Grade Checker.....	\$ 22.05	7.27

 * PAIN0365-007 08/01/2025

	Rates	Fringes
PAINTER: Brush, Roller and Spray.....	\$ 27.00	14.78

 * SUFL2009-146 06/24/2009

	Rates	Fringes
CARPENTER, Includes Form Work....	\$ 17.00 **	2.51
CEMENT MASON/CONCRETE FINISHER...	\$ 15.00 **	8.64
LABORER: Common or General.....	\$ 9.87 **	3.24
LABORER: Landscape.....	\$ 7.25 **	0.00
LABORER: Pipelayer.....	\$ 14.00 **	2.42
LABORER: Power Tool Operator (Hand Held Drills/Saws, Jackhammer and Power Saws Only).....	\$ 10.63 **	2.20
OPERATOR: Asphalt Paver.....	\$ 11.59 **	0.00
OPERATOR: Backhoe Loader Combo.....	\$ 16.10 **	2.44
OPERATOR: Backhoe/Excavator....	\$ 18.77	1.87
OPERATOR: Bulldozer.....	\$ 14.95 **	0.81
OPERATOR: Grader/Blade.....	\$ 16.00 **	2.84
OPERATOR: Loader.....	\$ 14.00 **	2.42
OPERATOR: Mechanic.....	\$ 14.32 **	0.00
OPERATOR: Roller.....	\$ 10.95 **	0.00
OPERATOR: Scraper.....	\$ 11.00 **	1.74
OPERATOR: Trackhoe.....	\$ 20.92	5.50
OPERATOR: Tractor.....	\$ 10.54 **	0.00
TRUCK DRIVER, Includes Dump Truck.....	\$ 9.60 **	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 12.73 **	0.00
TRUCK DRIVER: Off the Road Truck.....	\$ 12.21 **	1.97

 WELDERS - Receive rate prescribed for craft performing
 operation to which welding is incidental.

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 ** Workers in this classification may be entitled to a higher
 minimum wage under Executive Order 14026 (\$17.75) or 13658
 (\$13.30). Please see the Note at the top of the wage
 determination for more information. Please also note that the
 minimum wage requirements of Executive Order 14026 are not
 currently being enforced as to any contract or subcontract to
 which the states of Texas, Louisiana, or Mississippi, including
 their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave
 for Federal Contractors applies to all contracts subject to the
 Davis-Bacon Act for which the contract is awarded (and any
 solicitation was issued) on or after January 1, 2017. If this
 contract is covered by the EO, the contractor must provide
 employees with 1 hour of paid sick leave for every 30 hours

they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than "SU", "UAVG", "SA", or "SC" denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The "SU" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The "SA" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R. 1.3(g)-(h). Example: SAME2023-007

01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION"

Attachment "3"

Subgrant Contract Number: 22CV-E04
FLAIR Contract Number: H2461
CFDA Number: 14.228

**State of Florida
Department of Commerce**

**Federally-Funded Community Development Block Grant CARES (CDBG-CV)
Subgrant Agreement**

THIS AGREEMENT is entered into by the State of Florida, Department of Commerce, (hereinafter referred to as "Commerce"), and City of Sunrise, 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, the Coronavirus Aid, Relief, and Economic Security Act (Pub. L. 116-136) (CARES Act) makes available \$5 billion in Community Development Block Grant coronavirus response (CDBG-CV) funds to prevent, prepare for, and respond to coronavirus.

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) administers the Community Development Block Grant (CDBG) Program and CDBG-CV Program at the Federal level and distributes grant funds to the states. The State of Florida has received CDBG-CV grant funds from HUD.

WHEREAS, Commerce is the CDBG-CV grantee agency for the State of Florida, designated to receive funds annually for program purposes. As such, Commerce is authorized to distribute CDBG-CV funds to the Subrecipient so that the Subrecipient may develop and preserve affordable housing, provide services to communities, and create and retain jobs.

WHEREAS, pursuant to the requirements of Title 2, Code of Federal Regulations (C.F.R.), part 200 and 24 C.F.R. § 570, the Subrecipient is qualified and eligible to receive these federal grant funds in order to provide the services identified herein.

NOW THEREFORE, Commerce 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 and Part 4 and Appendix A from Part 9 of the Subrecipient's Florida CDBG-CV Application for Funding submitted by the Recipient on November 1, 2021.

(2) Incorporation of Laws, Rules, Regulations, and Policies.

The 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 necessarily limited to, the Federal laws and regulations set forth at 24 C.F.R. part 570 subpart I (the State Community Development Block Grant Program) and 24 C.F.R. part 58 (Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities) and chapter 73C-23.0081(2), Florida Administrative Code (F.A.C.), Effective: May 27, 2018.

(3) Period of Agreement.

This Agreement begins on March 1, 2022, (the "Effective Date") and ends on March 31, 2025 (the "Expiration Date"), unless otherwise terminated as provided in this Agreement (the "Termination Date"). The period of time between the Effective Date and the Expiration Date or Termination Date is the "Agreement Period."

(4) Modification of Agreement.

(a) 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 and Commerce may accept or reject any proposed modification based on Commerce's determination, and in its sole discretion, that any such acceptance or rejection is in the State's best interest.

(b) When requesting a modification, the Subrecipient shall electronically submit a cover letter signed by the Recipient's Chief Elected Official or by a duly-authorized Subrecipient's employee, officer, or board member, as evidenced by a written resolution or similar document. The letter must describe the need for the proposed changes and the effect that they will have on the project. If the modification requests a time extension, the letter must provide the justification for the extension. Commerce shall not grant any extension of this Agreement unless the Subrecipient provides justification satisfactory to Commerce in its sole discretion, and Commerce's designee within the Division of Community Development approves such extension. The justification must document that project delays are due to events beyond the Subrecipient's control, and include a performance plan that demonstrates the Subrecipient's capacity to perform and complete the remaining project tasks within the extension period. Commerce may take into consideration the Subrecipient's progress and verifiable achievements at Commerce's sole and absolute discretion. Upon expiration or termination of this Agreement, the Subrecipient shall follow the Agreement Closeout Procedures set forth in Attachment H, Reports.

(5) Records.

(a) The Subrecipient's performance under this Agreement shall be subject to 2 C.F.R. 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 Commerce, 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 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 Commerce under this Agreement.

(d) The Subrecipient will provide a financial and compliance audit to Commerce, if applicable, and ensure that all related party transactions are disclosed to the auditor.

(e) The Subrecipient shall retain sufficient records on-site 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 years from the date Commerce issues the Final Closeout (as defined in rule 73C-23.0031(14), F.A.C.) for this award or for a period of three years from the date that Commerce closes out the CDBG-CV program year(s) from which the funds were awarded by the U.S. Department of Housing and Urban Development, whichever is later. The Subrecipient shall ensure that audit working papers are available upon request for a period of six years from the date of Final Closeout, unless extended in writing by Commerce. The record retention period may be extended in the following circumstances:

1. If any litigation, claim or audit is started before the six-year period expires, and extends beyond the six-year period, 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 \$5,000 or more at the time it is acquired shall be retained for six years after final disposition.
3. Records relating to real property acquired shall be retained for six 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 subrecipients, contractors, subcontractors, and consultants to be 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 comply with the following procedures:

1. Funds that are advanced to a Subrecipient pursuant to this Agreement (“Advanced Funds”) shall be maintained in a bank account solely for Advanced Funds. No other funds, whether provided under this Agreement or otherwise, may be maintained in the Advanced Funds account, and Advanced Funds shall not be maintained in any other account.

2. For all other funds provided under this Agreement, the Subrecipient shall either (i) maintain all such funds in a separate bank account solely for such funds, or (ii) the Subrecipient’s accounting system shall have sufficient internal controls to separately track the expenditure of all such funds. Regardless of whether the Subrecipient is operating under subsection (i) or subsection (ii), any Advanced Funds under this agreement shall be maintained in a separate bank account specifically for Advanced Funds.

3. There shall be no commingling of any funds provided under this Agreement with any other funds, projects, or programs. “Commingling” of funds is distinguishable from “blending” of funds, which is specifically allowed by law. Commerce may, in its sole discretion, disallow costs made with commingled funds and require reimbursement for such costs as described herein, in Subparagraph (19)(e), Repayments of this Agreement.

(h) The Subrecipient, its employees or agents, including all subrecipients, 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 Commerce, 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 and their duly authorized representatives. “Reasonable” shall ordinarily mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday.

(i) The Subrecipient shall include the aforementioned audit and record keeping requirements in all approved subrecipient subcontracts and assignments.

(6) Audit Requirements.

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

(b) The requirements listed in Attachment J, Part II: State Funded, are not applicable to this subgrant agreement, which is a Federal pass-through award.

(c) Within 60 calendar days of the close of the fiscal year, on an annual basis, the Subrecipient shall electronically submit a completed Audit Compliance Certification, a blank version of which is attached hereto as Attachment K, to audit@commerce.fl.gov. 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 Commerce and the Recipient. This form is in addition to the Audit Certification Memo, Form CV-47, that must be sent to Commerce if an audit is not required because the local government spent less than \$750,000 in Federal funds during the fiscal year.

(d) In addition to the submission requirements listed in Attachment J, the Subrecipient should send an electronic copy of its audit report or an Audit Certification Memo, Form CV-47, by June 30 following the end of each fiscal year in which it had an open CDBG-CV subgrant to the grant manager listed in Paragraph (14) Notice and Contact. The forms referenced in this Agreement are available online at www.FloridaJobs.org/CDBGRecipientInfo or upon request from the grant manager listed in Paragraph (14) Notice and Contact.

(7) Reports.

The Subrecipient shall provide Commerce with all reports and information as set forth in Attachment H. The quarterly and administrative closeout reports must include the current status and progress by the Subrecipient and all subrecipients and subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement. The Subrecipient shall provide any additional program updates or information upon request by Commerce. If all required reports and copies are not sent to Commerce or are not completed in a manner acceptable to Commerce, payments may be withheld until the reports are properly completed, or Commerce may take other action as stated in Paragraph (11) Remedies or otherwise allowable by law.

(8) Monitoring.

(a) The Subrecipient shall monitor its performance under this Agreement, including the performance of any subrecipients, subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that the project activities are being accomplished within the specified time periods included in Attachment C - Activity Work Plan and that other performance goals are being achieved. The Subrecipient shall perform a review for each function or activity in Attachment A - Project Description and Deliverables, Attachment B - Project Detail Budget, and Attachment C - Activity Work Plan, and shall include the results in the quarterly report.

(b) In addition to reviews of audits conducted in accordance with Paragraph (6) Audit Requirements, monitoring procedures may include, but are not limited to, on-site visits by Commerce staff and limited scope audits. The Subrecipient shall comply and cooperate with any monitoring deemed appropriate by Commerce. If Commerce determines a limited scope audit of the Subrecipient is appropriate, the Subrecipient shall comply with any additional instructions provided by Commerce to the Subrecipient regarding such audit. The Subrecipient shall comply and cooperate with any inspections, reviews, investigations, audits, or hearings deemed necessary by HUD, the Comptroller General of the United States, the Florida Chief Financial Officer, or Auditor General, in accordance with section 20.055(5), Florida Statutes (F.S.), or any Federal Office of the Inspector General.

(c) Commerce shall monitor the Subrecipient's performance through desk monitorings and on-site monitoring visits. The Subrecipient shall always and contemporaneously maintain at Subrecipient's work sites and make available to Commerce immediately upon Commerce's request all Subgrant's records and documentation, including but not limited to: all Subrecipient's consultants' work products produced in contemplation of this Agreement for Subrecipient's Application and pertinent to this Agreement and its implementation. The Subrecipient shall supply data and make records available as necessary for Commerce staff to complete an accurate evaluation of contracted activities. Commerce will issue a monitoring report to the Subrecipient after each monitoring event. The Subrecipient shall reply in writing to any monitoring findings or concerns that require a response within 45 days of its receipt of Commerce's monitoring report. Commerce will clear any findings or concerns in writing once the Subrecipient has successfully addressed them. Commerce will reject a Subrecipient's financial reimbursement request if a required response to a monitoring report is late.

(9) Liability.

(a) If the 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) The Subrecipient is solely responsible to the parties it deals with in carrying out the terms of this Agreement, and shall hold the State of Florida and Commerce harmless against all claims of whatever nature by third parties arising from the work and services performed under this Agreement. For purposes of this Agreement, the Subrecipient agrees that it is not an employee or agent of Commerce, but is an independent contractor.

(c) If the Subrecipient is a state agency or subdivision, as defined in section 768.28(2), F.S., then the Subrecipient agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against Commerce, and 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 is intended to serve as a waiver of sovereign immunity by the Subrecipient if sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State

of Florida to be sued by third parties in any matter arising out of any agreement, subrecipient agreement, contract, or subcontract.

(d) The Subrecipient shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and Commerce, 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 personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Subrecipient, its agents, employees, partners, or subcontractors; provided, however, that Subrecipient shall not indemnify, defend, and hold harmless the State and Commerce, and their officers, agents, and employees for that portion of any loss or damages the negligent act or omission of Commerce or the State proximately caused.

(e) Further, Subrecipient shall fully indemnify, defend, and hold harmless the State and Commerce from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right; provided, however, that the foregoing obligation shall not apply to Commerce's misuse or modification of Subrecipient's products or Commerce's operation or use of Subrecipient's products in a manner not contemplated by this Agreement. If any product is the subject of an infringement suit, or in Subrecipient's opinion is likely to become the subject of such a suit, Subrecipient may, at Subrecipient's sole expense, procure for Commerce the right to continue using the product or to modify it to become non-infringing. If Subrecipient is not reasonably able to modify or otherwise secure for Commerce the right to continue using the product, Subrecipient shall remove the product and refund Commerce the amounts paid in excess of a reasonable fee, as determined by Commerce in its sole and absolute discretion, for past use. Commerce shall not be liable for any royalties.

(f) Subrecipient's obligations under the two immediately preceding paragraphs above, with respect to any legal action are contingent upon the State or Commerce giving Subrecipient (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Subrecipient's sole expense, and (3) assistance in defending the action at Subrecipient's sole expense. Subrecipient shall not be liable for any cost, expense, or compromise incurred or made by the State or Commerce in any legal action without Subrecipient's prior written consent, which shall not be unreasonably withheld.

(g) The State and Commerce may, in addition to other remedies available to them at law or equity and upon notice to Recipient, retain such monies from amounts due Subrecipient as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of Subrecipient or its affiliates to the State against any payments due Subrecipient under any Agreement with the State.

(10) Events of Default.

If any of the following events occur ("Events of Default"), Commerce may, in its sole discretion, elect to terminate any obligation to make any further payment of funds, exercise any of the remedies set forth in Paragraph (11) Remedies, or pursue any remedy at law or in equity, without limitation. Commerce may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment:

(a) If any warranty or representation made by the Subrecipient in the Subrecipient's Application for Funding, this Agreement, or any previous agreement with Commerce is or becomes false or misleading in any respect, notwithstanding any knowledge on the part of Commerce of any untruth of any such representation or warranty, or if the Subrecipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with Commerce and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

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

(c) If the 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 Commerce; or

(d) If the Subrecipient has failed to perform, or timely complete, any of its obligations under this Agreement, including attending Commerce's Implementation Workshop.

(11) Remedies.

If an Event of Default occurs, then Commerce shall, upon 30 calendar days written notice to the Subrecipient and upon the Subrecipient's failure to cure within those 30 calendar days, exercise any one or more of the following remedies, either concurrently or consecutively:

- (a) Terminate this Agreement upon 24-hour written notice from the date notice is sent by Commerce, in conformity with Paragraph (14) of this Agreement, 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 that the Subrecipient return to Commerce 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; or
- (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;or
 - 3. Advise the Subrecipient to suspend, discontinue, or refrain from incurring costs for any activities in question.
- (f) Pursuing any of the above remedies does not preclude Commerce 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 to insist upon strict performance by Commerce will not affect, extend, or waive any other right or remedy available to Commerce, or affect the later exercise of the same right or remedy by Commerce for any other default by the Subrecipient.

(12) Dispute Resolution.

Disputes concerning the performance of the Agreement shall be decided by Commerce, which shall reduce the decision to writing and serve a copy on the Subrecipient. The decision will be final and conclusive unless within 21 days from the date of receipt, the Subrecipient files a petition for administrative hearing with Commerce's Agency Clerk. Commerce's decision on the petition shall be final, subject to the Subrecipient's right to review pursuant to chapter 120, F.S. Exhaustion of administrative remedies is an absolute condition precedent to the 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.

(13) Termination.

- (a) Commerce may suspend or terminate this Agreement for cause upon 24-hour written notice, from the date notice is sent by Commerce. Cause includes, but is not limited to the 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 or 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 Subrecipient shall not be entitled to recover any cancellation charges or unreimbursed costs.
- (b) Commerce may terminate this Agreement, in whole or in part, for convenience by providing the Subrecipient 14-days written notice from the date notice is sent by Commerce, 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, Commerce determines that the remaining portion of the award will not accomplish the purpose for which the award was made, Commerce may terminate the portion of the award which will not accomplish the purpose for

which the award was made. The Subrecipient shall continue to perform any work not terminated. The 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, agreed upon by the Parties. The termination must include the effective date of the termination.

(d) If this Agreement is terminated, the Subrecipient shall not incur new obligations for the terminated portion of the Agreement after the Subrecipient has received the notification of termination. The Subrecipient shall cancel as many outstanding obligations as possible. Commerce shall disallow all costs incurred after the Subrecipient's receipt of the termination notice. The Subrecipient shall not be relieved of liability to Commerce because of any breach of the Agreement by the Subrecipient. Commerce may, to the extent authorized by law, withhold payments to the Recipient for the purpose of set-off until the exact amount of damages due Commerce from the Subrecipient is determined.

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

(14) Notice and Contact.

(a) All notices provided under or pursuant to this Agreement shall be in writing, either by hand delivery, or first class, certified mail, return receipt requested, to the representative identified below at the address set forth below or said notification attached to the original of this Agreement. All notices sent to the grant manager via email shall copy the CDBG-CV inbox at CDBG-CV@commerce.fl.gov.

(b) The name and address of the grant manager for this Agreement is:

Ava Dillard, Government Operations Consultant III
Florida CDBG-CV Program
Department of Commerce
107 East Madison Street – MSC 400
Tallahassee, Florida 32399-6508
Telephone: (850) 717-8435 – Fax: (850) 922-5609
Email: Ava.Dillard@commerce.fl.gov; CC: CDBG-CV@commerce.fl.gov

(c) The name and address of the secondary grant manager for this Agreement is:

Elliott.Smith, Government Operations Consultant II
Florida CDBG-CV Program
Department of Commerce
107 East Madison Street – MSC 400
Tallahassee, Florida 32399-6508
Telephone: (850) 717-8402– Fax: (850) 922-5609
Email: Elliott.Smith@commerce.fl.gov; CC: CDBG-CV@commerce.fl.gov

(d) The name and address of the Recipient Project Contact for this Agreement is:

City of Sunrise
Isabel Blanco, Grants Manager
10770 West Oakland Park Boulevard
Sunrise, Florida, 33068
Telephone: (954) 572-2315
Email: IBlanco@Sunrisefl.gov

(e) 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 shall be provided as stated in Paragraph (14) of this Agreement.

(15) Contracts.

(a) If the Subrecipient contracts any of the work required under this Agreement, a copy of the proposed contract, and any proposed amendments, extensions, revisions or other changes thereto, must be forwarded to Commerce for prior written approval. For each contract, the Subrecipient shall report to Commerce as to whether that contractor, or any subcontractors hired by the contractor, is a minority business enterprise, as defined in section 288.703, F.S. The Subrecipient shall comply with the procurement standards in 2 C.F.R. §200.318 - §200.327 and §200.330 when procuring property and services under this Agreement. Any contract shall include the applicable Appendix II to 2 C.F.R. part 200 contract provisions for non-federal entity contracts. Documentation must also be maintained on-site by the Subrecipient. The Subrecipient shall include the following conditions in any contract:

1. that the contractor is bound by the terms of this Agreement;
2. that the contractor is bound by all applicable State and Federal laws, rules, and regulations;
3. that the contractor shall hold Commerce and the Subrecipient harmless against all claims of whatever nature arising out of the contractor's performance of work under this Agreement;
4. provisions addressing bid, payment, and performance bonds, if applicable, and liquidated damages. The Subrecipient shall document in the quarterly report the contractor's progress in performing its work under this Agreement; and
5. the contractor shall include the foregoing provisions in any contract for the performance of any work contemplated by this Agreement.

(b) For any contract that the Subrecipient executes for administrative services with a consultant that produced work products in contemplation of this Agreement for Subrecipient's Application and pertinent to this Agreement and its implementation, the Subrecipient shall include the following conditions:

1. that all original income survey forms shall be turned over to the Subrecipient; and
2. that copies of any spreadsheets produced to compile survey results shall be given to the Subrecipient.

(16) Terms and Conditions.

This Agreement, and the attachments and exhibits hereto, contains all the terms and conditions agreed upon by the Parties with respect to the subject matter hereof. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement; and this Agreement supersedes all previous communications, representations, or agreements, either verbal or written, between the Parties. If a court of competent jurisdiction voids or holds unenforceable any provision of this Agreement, then that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions shall remain in full force and effect. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

(17) 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 Detail Budget (Example)
- Attachment C – Activity Work Plan (Example)
- Attachment D – Program and Special Conditions
- Attachment E – Project Specific Conditions
- Attachment F – State and Federal Statutes, Regulations, and Policies
- Attachment G – Civil Rights Requirements
- Attachment H – Reports
- Attachment I – Warranties and Representations

Attachment J – Audit Requirements
Exhibit 1 to Attachment J – Funding Sources
Attachment K – Audit Compliance Certification
Attachment L – CDBG-CV Subrogation Agreement

(18) Funding/Consideration.

(a) The funding for this Agreement shall not exceed Two Hundred Sixty-Eight Thousand Three Hundred Thirty-Two Dollars and Ninety-Three Cents (\$268,332.93), subject to the availability of funds. The State of Florida and Commerce's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with chapter 216 F.S., or the Florida Constitution.

(b) Commerce will provide funds to the Subrecipient by issuing a Notice of Subgrant Award/Fund Availability ("NFA") through Commerce'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, the Subrecipient agrees to comply with all terms, conditions, assurances, restrictions, or other instructions listed in the NFA.

(c) The Subrecipient hereby certifies to Commerce that written administrative procedures, processes, and fiscal controls are in place for the operation of its CDBG-CV program for which the Subrecipient receives funds from Commerce. The written administrative procedures, processes, and fiscal controls described in this paragraph must, at minimum, comply with applicable state and federal law, rules, regulations, guidance, and the terms of this Agreement. Commerce has included, and the Subrecipient shall perform, any necessary special conditions added to Attachment D by Commerce, where Commerce's grant manager determined at the site visit that any of the Subrecipient's procedures were deficient.

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

(e) The Subrecipient shall request all funds in the manner prescribed by Commerce. The authorized signatory for the Subrecipient set forth on the SERA Access Authorization Form, provided by Commerce, must approve the submission of payment requests on behalf of the Subrecipient.

(f) Except as set forth herein, or unless otherwise authorized in writing by Commerce, costs incurred for eligible activities or allowable costs prior to the effective date of this Agreement are ineligible for funding with CDBG-CV 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 (20)(i), Mandated Conditions, of this Agreement, all obligations on the part of Commerce to make any further payment of funds will terminate, and the Subrecipient shall submit its administrative closeout report and subgrant agreement closeout package within 30 calendar days of receiving notice from Commerce.

(h) The Subrecipient is ultimately responsible for the administration of this Agreement, including monitoring and oversight of any person or entity retained or hired by the Subrecipient to complete any Project Implementation Deliverables listed in Attachment B. The Subrecipient shall send a representative, either an employee or an elected official, to Commerce's Implementation Workshop for the funding cycle so that it learns its responsibilities under the Agreement. Commerce shall reimburse the travel costs of the representative in accordance with section 112.061, F.S. Failure to send a representative to the Implementation Workshop is an Event of Default as set forth in Paragraph (10) of this Agreement, Events of Default.

(19) Repayments.

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

subcontractors, and consultants only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period. Pursuant to 24 C.F.R. § 570.489(b), the Subrecipient may request reimbursement for eligible application preparation costs that were listed in the Subrecipient's Application for Funding.

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

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

(e) The Subrecipient shall refund to Commerce any funds not spent in accordance with the conditions of this Agreement or applicable law. Such reimbursement shall be sent to Commerce, by the Subrecipient within 30 calendar days after Commerce has notified the Subrecipient of such non-compliance.

(f) In accordance with section 215.34(2), F.S., if a check or other draft is returned to Commerce for collection, the Recipient shall pay to Commerce 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 Commerce under this Agreement are to be made payable to the order of "Department of Commerce" and mailed directly to Commerce at the following address:

Department of Commerce
Community Development Block Grant Programs
Cashier
107 East Madison Street – MSC 400
Tallahassee, Florida 32399-6508

(20) 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 its Application for Funding, in this Agreement, in any later submission or response to a Commerce request, or in any submission or response to fulfill the requirements of this Agreement. All said information, representations, and materials are incorporated by reference. Commerce may terminate this Agreement upon 24-hours written notice if any information, representation, or material submitted by the Recipient is inaccurate or false.

(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. If any provision of this Agreement conflicts 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.

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

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

(e) The Subrecipient shall comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. § 12101 *et seq.*) and the Florida Civil Rights and Fair Housing Acts (§§ 760.01 – 760.37, F.S.), which prohibit discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, state and local government services, and telecommunications.

(f) 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 \$35,000 for a period of 36 months following the date of being placed on the convicted vendor list. The Subrecipient 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.

(g) 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. The Subrecipient 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.

(h) If the Subrecipient is not a local government or state agency and it receives funds under this Agreement from the Federal government, the Subrecipient certifies, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency;

2. Have not, within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any offenses enumerated in Subparagraph (20)(h)2., Mandated Conditions, of this Agreement; and

4. Have not within a five-year period preceding this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

5. If the Subrecipient is unable to certify to any of the statements in this certification, then the Subrecipient shall attach an explanation to this Agreement. In addition, the Subrecipient shall send a completed Form CV-37, Certification Regarding Debarment, Suspension, and Other Responsibility Matters (Primary Covered Transactions), to Commerce for each contractor, and a completed Form CV-38, Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion (Subcontractor), to Commerce for each subcontractor. A completed Form CV-37 must be received by Commerce before the Subrecipient enters into a contract with the respective contractor, and a completed Form CV-38 must be received by Commerce before a contractor enters into a subcontract with the respective subcontractor.

(i) All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

(j) Any bills for travel expenses shall be submitted and reimbursed in accordance with section 112.061, F.S., the rules promulgated thereunder, and 2 C.F.R. § 200.475.

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

(l) The Subrecipient is subject to Florida's Government in the Sunshine Law (section 286.011, F.S.) with respect to the meetings of the Subrecipient's governing board or the meetings of any subcommittee making recommendations to the governing board. All of these meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with chapter 119, F.S.

(m) The Subrecipient shall comply with section 519 of Public Law 101-144 and section 906 of Public Law 101-625 by having, or adopting within 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 the Recipient shall transfer to Commerce any CDBG-CV funds on hand at the time of expiration or termination, and any accounts receivable attributable to the use of CDBG-CV funds.

(o) Any real property under Subrecipient's control that was acquired or improved in whole or in part with CDBG-CV funds (including CDBG-CV 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 Commerce an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG-CV funds for the acquisition or improvement of the property, for five years after expiration or termination of this Agreement.

(21) Lobbying Prohibition.

(a) No funds or other resources received from Commerce 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 Recipient 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 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 Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions; and

3. The 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 Paragraph (21), above.

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 \$10,000 and not more than \$100,000 for each such failure.

(22) Copyright, Patent, and Trademark.

(a) 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 the Recipient to the State of Florida.

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

(c) 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, the Subrecipient shall refer the discovery or invention to Commerce 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, the Subrecipient shall notify Commerce. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Subrecipient to the State of Florida.

(d) Within 30 calendar days of execution of this Agreement, the Subrecipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The 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 Commerce shall have the right to all patents and copyrights which accrue during performance of the Agreement.

(23) Legal Authorization.

(a) The 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. The Subrecipient certifies that the undersigned person has the authority to legally execute and bind the Subrecipient to the terms of this Agreement. Commerce may, at its discretion, request documentation evidencing the undersigned has authority to bind the Subrecipient to this Agreement as of the date of execution; any such documentation is incorporated herein by reference.

(b) The 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 the Subrecipient's ability to satisfy its Agreement obligations. The Subrecipient shall immediately notify Commerce in writing if its ability to perform is compromised in any manner during the term of the Agreement.

(24) Public Record Responsibilities.

(a) In addition to the Subrecipient's responsibility to directly respond to each request it receives for records made or received by the Subrecipient in conjunction with this Agreement and to provide the applicable public records in response to such request, the Subrecipient shall notify Commerce of the receipt and content of such request by sending an email to PRRequest@commerce.fl.gov within one business day from receipt of such request.

(b) The Subrecipient shall keep and maintain public records, on-site as required by Commerce, to perform the Subrecipient's responsibilities hereunder. The Subrecipient shall, upon request from Commerce's custodian of public records, provide Commerce 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. The 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 section 24(a) of Article I of the State Constitution and section 119.07(1), F.S. For records made or received by the Subrecipient in conjunction with this Agreement, the 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(2), F.S., the 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 Commerce for refusal by the Subrecipient to comply with Florida's public records laws or to allow public access to any public record made or received by the Recipient in conjunction with this Agreement.

(d) If, for purposes of this Agreement, the Subrecipient is a "contractor" as defined in section 119.0701(1)(a), F.S. ("Subrecipient"), the Subrecipient shall transfer to Commerce, at no cost to Commerce, all public records upon

completion including termination, of this Agreement, or keep and maintain public records required by Commerce to perform the service. If the Subrecipient transfers all public records to the public agency upon completion of the Agreement, the Subrecipient shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Subrecipient keeps and maintains public records upon completion of the Agreement, the Subrecipient shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Commerce, upon request from Commerce's custodian of public records, in a format that is compatible with the information technology systems of Commerce.

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

(f) The Subrecipient shall notify Commerce verbally within 24 chronological hours and in writing within 72 chronological 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 Commerce. The Subrecipient shall cooperate with Commerce, in taking all steps as Commerce deems advisable, to prevent misuse, regain possession, or otherwise protect the State's rights and the data subject's privacy.

(g) The Subrecipient acknowledges that Commerce is subject to the provisions of chapter 119, F.S., relating to public records and that reports, invoices, and other documents the Subrecipient submits to Commerce under this Agreement constitute public records under Florida Statutes. The Subrecipient shall cooperate with Commerce regarding Commerce's efforts to comply with the requirements of chapter 119, F.S.

(h) If the Subrecipient submits records to Commerce that are confidential and exempt from public disclosure as trade secrets or proprietary confidential business information, such records should be identified as such by the Subrecipient prior to submittal to Commerce. Failure to identify the legal basis for each exemption from the requirements of chapter 119, F.S., prior to submittal of the record to Commerce serves as the Subrecipient's waiver of a claim of exemption. The Subrecipient shall ensure that 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 the Agreement term and following completion of the Agreement if the Subrecipient does not transfer the records to Commerce upon completion, including termination, of the Agreement.

(i) IF THE SUBRECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE RECIPIENT'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@commerce.fl.gov, or by mail at Department of Commerce, Public Records Coordinator, 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399-4128.

(j) To the extent allowable by law, the Subrecipient shall be fully liable for the actions of its agents, employees, partners, subrecipients, contractors, and subcontractors and shall fully indemnify, defend, and hold harmless the State and Commerce, 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, subrecipients, contractors,

or subcontractors, provided, however, that the Subrecipient does not indemnify for that portion of any costs or damages proximately caused by the negligent act or omission of the State or Commerce. Commerce, in its sole discretion, has the right, but the not obligation, to enforce this indemnification provision.

(k) Commerce does not endorse any Subrecipient, commodity, or service. No public disclosure or news release pertaining to this Agreement shall be made without the prior written approval of Commerce. The Subrecipient is prohibited from using Agreement information, or Commerce customers in sales brochures or other promotions, including press releases, unless prior written approval is obtained from Commerce.

(l) The 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. The 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. Commerce may terminate this Agreement if the Subrecipient does not comply with this provision.

(25) Employment Eligibility Verification

(a) 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/>.

(b) In accordance with Section 448.095, F.S., the State of Florida expressly requires the following:

1. Every public agency and its contractors and subcontractors shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.
2. An employer shall verify each new employees' employment eligibility within three (3) business days after the first day that the new employee begins working for pay as required under 8 C.F.R. 274a. Beginning July 1, 2023, a private employer with 25 or more employees shall use the E-Verify system to verify a new employee's employment eligibility.

(c) If an entity does not use E-Verify, the entity 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.

(26) Program Income.

(a) The Subrecipient shall report to Commerce all program income (as defined at 24 C.F.R. § 570.489(e)) generated by activities carried out with CDBG-CV funds made available under this Agreement as part of the Subrecipient's Quarterly Progress Report, Form CV-65. The Subrecipient shall use program income in accordance with the applicable requirements of 2 C.F.R. part 200; 24 C.F.R. part 570; sections 290.046-290.048, F.S.; chapter 73C-23.0051, F.A.C., and the terms of this Agreement.

(b) The Subrecipient shall return all program income generated after closeout to Commerce. The Subrecipient shall return all program income generated prior to closeout to Commerce unless the program income is used to fund additional units of CDBG-CV activities, specified in a modification to this Agreement, and duly executed prior to administrative closeout. Commerce or the State may require remittance of all or a portion of any balance of a Subrecipient's program income at the end of a program year.

(27) Independent Contractor.

(a) In the Subrecipient's performance of its duties and responsibilities under this Agreement, it is mutually understood and agreed that the Recipient is always 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. The Subrecipient shall always remain an independent contractor with respect to the services to be performed under this Agreement.

(b) The 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. Nor shall the Subrecipient represent to others that, as the Subrecipient, it has the authority to bind Commerce unless specifically authorized to do so.

(c) Neither the 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) The 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 Commerce in the Scope of Work, Commerce will not furnish services of support (*e.g.*, office space, office supplies, telephone service, secretarial, or clerical support) to the Recipient or its subcontractor or assignee.

(f) Commerce shall not be responsible for withholding taxes with respect to the Subrecipient's use of funds under this Agreement. The Subrecipient shall have no claim against Commerce for vacation pay, sick leave, retirement benefits, social security, workers' compensation, health or disability benefits, reemployment assistance benefits, or employee benefits of any kind. The 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) The Subrecipient, at all times during the Agreement, must comply with the reporting and Reemployment Assistance contribution payment requirements of chapter 443, F.S.

(28) Executive Order 21-223

Pursuant to State of Florida Executive Order Number 21-223, the Subrecipient shall utilize the U.S. Citizenship and Immigration Services' Systematic Alien Verification for Entitlements program (known as "SAVE"), or any successor or similar applicable verification program, to confirm the eligibility of beneficiaries before providing any funds, resources, benefits, or any other thing of value during the Agreement term. Further, the Subrecipient shall include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to the Agreement utilize SAVE, or any successor or similar applicable verification program, to confirm the eligibility of beneficiaries before providing any funds, resources, benefits, or any other thing of value during the Agreement term.

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**State of Florida
Department of Commerce
Federally Funded Subgrant Agreement
Signature Page**

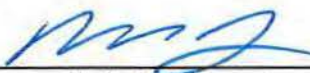
Subgrant Contract Number: 22CV-E04

FLAIR Contract Number: H2461

IN WITNESS WHEREOF, and in consideration of the mutual covenants set forth above and in all Attachments and Exhibits hereto, the Parties, through their duly-authorized representatives, sign this Agreement and represent and warrant that they have read and understand the Agreement and Attachments and Exhibits' terms and conditions on the day, month, and year set forth below.

City of Sunrise

Florida Department of Commerce

By:  Date: 4/22/27 By: _____ Date: _____
(Authorized Signature) (Authorized Signature)

Name: Mark S. Lubelski Name: J. Alex Kelly

Title: City Manager Title: Secretary

Federal Tax ID#: 59-0944587

Unique ID #: G4JMYYE3BF61

Approved as to form and legal sufficiency,
subject only to the full and proper execution
by the Parties

Office of the General Counsel
Florida Department of Commerce

By: _____

Approved Date: _____

Attachment A – Project Description and Deliverables

- 1. PROJECT DESCRIPTION:** The City of Sunrise (“Subrecipient”) has been selected to participate in the CDBG-CV Program. The Subrecipient will use CDBG-CV funds to install broadband in City-owned properties. The facilities are Roarke Hall, located at 1720 NW 60th Avenue, Sunrise, FL; City Park, located at 6600 Sunset Strip, Sunrise, FL; and Village Beach Club, located at 6767 NW 24th Street, Sunrise, FL. The broadband installation will address internet accessibility as well as the remote-employment and educational needs of the City’s low- and moderate-income residents. The project qualifies using the Benefit to Low-to-Moderate Income (LMI) Persons: Area Benefit national objective, using the HUD 2011-2015 update to the 2010 Census.
- 2. SUBRECIPIENT RESPONSIBILITIES:** The Subrecipient shall timely perform the Deliverables and Tasks described in Attachment A – Project Description and Deliverables, and in doing so, the Subrecipient shall comply with all the terms and conditions of this Agreement. The Subrecipient shall agree to a written budget (“Project Detail Budget”), subject to the approval of Commerce and in conformity with the current example attached to the Agreement as Attachment B. The Project Detail Budget must identify the maximum reimbursement amount allowed for the Deliverables and Tasks described in Attachment A. The Subrecipient shall also agree to and shall timely perform the activities as specified within an Activity Work Plan, subject to the approval of Commerce and in conformity with the current example attached hereto as Attachment C. The Project Detail Budget and the Activity Work Plan may be modified by the unilateral determination of Commerce or by mutual consent of the Parties.
- 3. COMMERCE’S RESPONSIBILITIES:** Commerce shall receive and review the Project Deliverables and, upon Commerce’s acceptance of the Deliverables and receipt of the Subrecipient’s pertinent invoices in compliance with the invoice procedures of this Agreement, Commerce shall process payment to the Subrecipient in accordance with the terms and conditions of this Agreement.
- 4. DELIVERABLES:**
Subrecipient agrees to provide the following services as specified:

Deliverable No. 1 – Project Implementation		
Tasks	Minimum Level of Service (to Submit a Request for Payment)	Financial Consequences
The Subrecipient shall complete the Project Implementation tasks listed below.	The Subrecipient shall be reimbursed upon completion of a minimum of one (1) Project Implementation task on a per completed task basis. The Recipient’s completion of the tasks will be evidenced by invoices noting completed tasks as well as payroll and other supporting documentation, as applicable.	Failure to perform the Minimum Level of Service shall result in nonpayment for this deliverable for each payment request.
Deliverable No. 2 – Construction Services – Public Facilities Improvements		
Tasks	Minimum Level of Service (to Submit a Request for Payment)	Financial Consequences
The Subrecipient shall complete the Construction tasks listed in Attachment A – Project Description.	Following a draw for mobilization*, the Subrecipient shall be reimbursed upon completion of a	Failure to perform the Minimum Level of Service shall result in

Attachment A – Project Description and Deliverables

	minimum of ten percent (10%) of the overall project. As evidence of percentage completed, the Recipient shall provide AIA forms G702/G703 or similar Commerce-approved industry-	nonpayment for this deliverable for each payment request..
Total Award Not to Exceed \$268,332.93		

Project Implementation Deliverable

Tasks that are eligible for reimbursement under the Project Implementation Deliverable are as follows:

- Paid application preparation costs,
- Developed policies for the Recipient related to special conditions listed in this subgrant agreement,
- Prepared list of minority and women business enterprise (MBE/WBE) firms that operate in the Subrecipient’s area,
- Conducted activities related to the HUD-related environmental review,
- Prepared public notices for publication,
- Submitted public notices for publication,
- Maintained financial records related to project activities on-site,
- Conducted a Fair Housing activity,
- Attended pre-bid conference, bid opening, or preconstruction meeting,
- Reviewed contractor payrolls and interview employees to determine compliance with the Davis-Bacon Act, the Contract Work Hours and Safety Standards Act, and the Copeland “Anti-kickback” Act,
- Maintained client files,
- Attended meetings of the Subrecipient’s local governing body to provide progress reports on subgrant activities,
- Prepared documentation for and attend on-site monitoring visits by Commerce,
- Prepared requests for funds for submission by the Subrecipient’s authorized employee,
- Prepared subgrant modification documents for the Subrecipient to submit to Commerce,
- Prepared the Administrative Closeout Report for submission by the Subrecipient,
- Prepare and submit detailed quarterly progress report, Section 3, or MBE/WBE report to Commerce,
- Responded to citizen complaints,
- Prepared responses to monitoring findings and concerns for Subrecipient to submit to Commerce or HUD,
- Paid advertising costs of public notices and invitations to bid,
- Paid permit fees,
- Paid legal fees,
- Paid invoices for environmental review activities other than advertising, and
- Paid CDBG portion of required audit.

Attachment B – Project Detail Budget (Example)

Recipient: City of Sunrise Modification Number: N/A Contract Number: 22CV-E04

Activity		Accomplishments		Beneficiaries				Budget			
Activity #	Description	Unit	Number	VLI	LI	MI	All	CDBG-CV Amount	Other Funds	Source*	Total Funds
Totals:											

* Show the sources and amounts of "Other Funds" needed to complete the project below, including local funds, grants from other agencies and program income.

Source	Other Funds Counted as Leverage	Other Funds Not Counted as Leverage
1.		
2.		
3.		
4.		
5.		

Attachment D – Program and Special Conditions

Program Conditions

1. The Subrecipient shall demonstrate that progress is being made in completing project activities in a timely fashion.
 - a. Within 120 calendar days of the subgrant award, the Subrecipient shall complete the following activities:
 - Request approval for all professional service contracts; and
 - Submit an initial payment request for administrative services, if applicable.
 - b. Within 180 calendar days of the subgrant award, the Subrecipient shall complete the following activities:
 - Complete the environmental review and submit the Request for Release of Funds and Certification (form HUD-7015.15) to Commerce for review; and
 - Request a wage decision(s) using Commerce form CV-56 for applicable construction activities if points were received on the application for “Readiness to Proceed;”
 - c. The Subrecipient shall advertise for its construction procurement within 30 calendar days after receiving its Authority to Use Grant Funds (form HUD-7015.16) and Commerce’s written acceptance of the plans and specifications if Recipient received points for “Readiness to Proceed” on its Application for Funding.
 - d. If the Subrecipient did not receive points for “Readiness to Proceed,” it must request a wage decision(s) using Commerce form CV-56 at least 30 days before advertising for its construction procurement.
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 Attachment B -Project Detail Budget, Attachment A- Project Description and Deliverables, Subrecipient Responsibilities, and Attachment C - Activity Work Plan.
3. No costs may be incurred prior to the effective date of this Agreement, except for those eligible application preparation costs outlined in the original CDBG-CV Application for Funding submitted to Commerce, unless pre-agreement costs were approved in writing by Commerce.
4. The Subrecipient shall not exclude any firm from submitting a bid or proposal for any work funded partially or wholly with CDBG-CV funds based on a minimum experience requirement. However, a firm’s experience can be considered as an evaluation factor in the ranking for professional services and taken into account in evaluating the “responsibility” of a firm when determining the “low, responsive, responsible bidder” for services procured through bids, as required by 2 C.F.R. § 200.319(a).
5. CDBG-CV procurement for consultant services and construction activities requires public notice in a newspaper of general circulation in the county where the Recipient is located. The public notice shall include the following criteria for the procurement process to meet legal requirements and be approved:
 - a. If the notice is published in a newspaper that is located in an Office of Management and Budget (OMB) designated metropolitan statistical area (MSA), only one responsible and responsive bid or proposal is needed to complete the procurement process. If the notice is not published in a newspaper that is located in an MSA, at least three responsible and responsive bids or proposals must be received by the Recipient to complete the procurement process;
 - b. A Subrecipient, whose newspaper of general circulation is not located in a MSA, may advertise in both a local newspaper and a newspaper in a nearby MSA. In this case, only one responsible and responsive bid or proposal would be needed to complete the procurement process;

Attachment D – Program and Special Conditions

- c. The public notice must be published at least 12 days before the deadline for receipt of the proposals or bids. For construction activities, the public notice period shall conform to section 255.0525, F.S. regarding the numbers of days between publishing the notice and bid opening;
 - d. Nothing in subparagraphs a., b., or c., above shall preclude the Subrecipient from using additional media to solicit bids related to procurement of professional services and construction activities;
 - e. Each public notice for procurement of CDBG-CV professional services, except for application preparation, must identify either the CDBG funding source (CDBG-CV) or the CDBG-CV contract number;
 - f. In procuring services for subgrant administration, the public notice or the Request for Proposals must include all the criteria that will be used to evaluate and score the proposals. Any firm that assists the Subrecipient in developing or drafting criteria used in the Request for Proposals (RFP) shall be excluded from competing for the procurement as required by 2 C.F.R. § 200.319; and
 - g. Any RFP which includes more than one service shall provide the following:
 - Proposals may be submitted for one or more of the services;
 - Qualifications and proposals shall be separately stated for each service; and
 - Separate evaluations shall be done on the proposals for each service.If separate procurements result in one firm being selected for both application and administration services, those services may be combined into one contract provided there are separate scopes of work and a separate fee for each service.
6. A written evaluation, such as a ranking sheet or narrative, shall be prepared for each proposal, ranking or comparing each proposal to the criteria in the published RFP.
 7. The Subrecipient is not required to publish an RFP for subgrant administration if it decides to contract with its Regional Planning Council to administer the subgrant.
 8. A Subrecipient may use the design engineer for services during construction if Commerce determines that the procurement for design services is compliant with 2 C.F.R. part 200 and the RFP specifically included services during construction in the scope of work.
 9. For construction procurement, if other funding sources will be included in the bid documents, the activities to be paid for with CDBG-CV funds must be shown separately so that the bid proposal identifies the CDBG-CV activities and the amount of the contract to be reimbursed with CDBG-CV funding.
 10. Construction contracts shall be awarded to the low, responsive and responsible bidder. If all bids exceed the available funds, the Subrecipient can apply one or more deductive bid alternates to determine the low, responsive and responsible bidder. The Recipient can reject all bids if they exceed the available funds and republish the notice.
 11. The Subrecipient shall request approval of all professional services contracts and/or agreements that will be reimbursed with CDBG-CV funds. Copies of the following procurement documents must be provided to Commerce for review:
 - a. A copy of the Request for Proposals (RFP);
 - b. A copy of the RFP advertisement, including an affidavit of publication from the newspaper;
 - c. A list of entities to whom a notification of the RFP was provided by mail or fax (if applicable);
 - d. Documentation of all efforts to get MBE/WBE firms to submit proposals;
 - e. For engineering/architecture contracts, a list of firms that submitted a proposal (only if short-listing procedure was used);

Attachment D – Program and Special Conditions

- f. Completed and signed final evaluation/ranking forms for all firms submitting a proposal and a scoring summary sheet;
- g. A copy of the cost analysis for administrative services procurements, or if multiple responses to the RFP were received, a copy of the price analysis;
- h. A copy of a cost analysis for all procurements of engineering services;
- i. A copy of the minutes from the commission/council meeting approving contract award;
- j. A copy of the proposed contract;
- k. Truth-in-Negotiation certification (if not in the contract) for engineering contracts over \$150,000;
- l. If a protest was filed, a copy of the protest and documentation of resolution;
- m. The Subrecipient shall request Commerce's approval of a single source procurement if only one firm was considered and the contract exceeds \$35,000. The Subrecipient shall not enter into a contract to be paid with CDBG-CV funds based on a sole source or single proposal procurement without prior written approval from Commerce. Failure to secure prior written approval shall relieve Commerce of any obligation to fund the said procurement contract or agreement. Commerce shall disallow any payments to the Subrecipient to fund any contract or agreement based on a sole source or single proposal procurement for which the Recipient has not obtained Commerce's approval; and
- n. If a regional planning council or another local government is selected to administer subgrant activities, the Subrecipient shall submit only a copy of the contract or agreement and cost analysis information.

Commerce 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 Commerce 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-CV funds to pay for professional services.

- 12. Prior to the obligation or disbursement of any funds, except for administrative expenses not to exceed \$5,000, the Subrecipient shall complete the following:
 - a. Submit for Commerce's approval the documentation required in paragraph 11 above for any professional services contract. The Subrecipient proceeds at its own risk if more than the specified amount is incurred before Commerce approves the procurement. If Commerce does not approve the procurement of a professional services contract, the local government will not be able to use CDBG-CV funds for that contract.
 - b. Comply with 24 C.F.R. part 58, and the regulations implementing the National Environmental Policy Act, 40 C.F.R. §§ 1500-1508. When the Subrecipient has completed the environmental review process, it shall submit a Request for Release of Funds and Certification. Commerce will issue an Authority to Use Grant Funds (form HUD-7015.16) when this condition has been fulfilled to the satisfaction of Commerce. **The Subrecipient shall not commit funds or begin construction before Commerce has issued the "Authority to Use Grant Funds."**
 - c. The Subrecipient shall obtain approval from Commerce prior to requesting CDBG funds for engineering activities and costs which are additional engineering services as defined in rules 73C-23.0031(1)(a)-(l), F.A.C.
- 13. 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 C.F.R. part 42, 49 C.F.R. part 24 and 24 C.F.R. § 570.606(b), the requirements of 24 C.F.R. § 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 C.F.R. § 570.606(d), governing optional relocation assistance policies.

Attachment D – Program and Special Conditions

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 Commerce can determine whether remedial action may be needed. The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 C.F.R. § 570.606(b)(2), that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-CV-assisted project.

14. For construction projects, the Subrecipient shall, prior to being reimbursed for more than \$15,000 for administrative services, provide to Commerce a copy of all engineering specifications and construction plans, if required, for the activities described in the Agreement. The Subrecipient shall also furnish Commerce, prior to soliciting bids or proposals, a copy of bid documents for services and/or materials to provide those services and/or materials for construction activities when the bids are expected to exceed \$35,000. Additionally, the Subrecipient shall not publish any request for bids for construction purposes or distribute bid packages until Commerce has provided its written acceptance of the engineering specifications, construction plans, and bid documents.
15. For each procured contract for construction services for which CDBG-CV funding will be requested, the Subrecipient shall submit the following procurement documents:
 - a. A copy of the bid advertisement, including an affidavit of publication;
 - b. Documentation of the Subrecipient's efforts made to inform minority- and woman-owned businesses of the opportunity to bid on the construction contract;
 - c. A copy of the bid tabulation sheet;
 - d. A copy of the engineer's recommendation to award;
 - e. A letter requesting sole source approval, if applicable;
 - f. A copy of the bid bond (five percent of the bid price) for the prime contractor(s) selected to do the work, and;
 - g. Completed copies of the following forms for all prime contractors and subcontractors:
 - Form CV-51 – Bidding Information and Contractor Eligibility;
 - Form CV-37 – Certification Regarding Debarment, Suspension, and Other Responsibility Matters (Primary Covered Transactions);
 - Form CV-52 – Section 3 Participation Report (Construction Prime Contractor);
 - Form CV-38 (if applicable) – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (Subcontractor);
 - Form CV-53 (if applicable) – Section 3 Participation Report (Construction Subcontractor), and;
 - Form CV-54 (if applicable) – Documentation for Business Claiming Section 3 Status

For each procured construction contract or agreement in Housing Rehabilitation projects for which CDBG-CV funding will be requested, the Subrecipient shall submit the following procurement documents for all prime contractors and subcontractors:

- a. Form CV-37 – Certification Regarding Debarment, Suspension, and Other Responsibility Matters (Primary Covered Transactions);
- b. Form CV-52 – Section 3 Participation Report (Construction Prime Contractor);
- c. Form CV-38 (if applicable) – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (Subcontractor); and
- d. Form CV-53 (if applicable) – Section 3 Participation Report (Construction Subcontractor).

Attachment D – Program and Special Conditions

16. For each procured construction contract or agreement, if a job classification needed to complete a construction activity is not included in the Davis-Bacon Act wage decision that was previously obtained from Commerce, the Recipient shall request an additional classification using Form CV-57 - Employee/Employer Wage-Scale Agreement after the construction contract has been awarded.
17. For construction projects, when the Subrecipient issues the Notice to Proceed to the contractor(s), copies of the following documents shall be sent to Commerce:
 - a. Notice to Proceed;
 - b. The contractor's performance bond (100 percent of the contract price) if the contract exceeds the Simplified Acquisition Threshold as listed in 2 C.F.R. § 200.1; and
 - c. The contractor's payment bond (100 percent of the contract price) if the contract exceeds the Simplified Acquisition Threshold as listed in 2 C.F.R. § 200.1.
18. The Subrecipient shall undertake an activity each year to affirmatively further fair housing pursuant to 24 C.F.R. § 570.487(b).
19. All leveraged funds shall be expended concurrently and, to the extent feasible, proportionately with the expenditure of CDBG-CV funds for the same activity. The Subrecipient shall document the expenditure of leveraged funds required for the points claimed in the application as it may have been amended through the completeness process and as reflected on the Project Detail Budget. All funds claimed for leverage shall be expended after the date that the Authority to Use Grant Funds is issued and prior to Subrecipient's submission of the administrative closeout package for this Agreement, except for the following costs:
 - Eligible administrative, engineering and environmental review costs expended after the site visit but prior to the date when the Authority to Use Grant Funds is issued, and
 - The CDBG-CV portion of the cost of post-administrative closeout audits.
20. The resulting product of any activity funded under this Agreement as amended shall be ineligible for rehabilitation or replacement with CDBG-CV funds for a period of five years.
21. The Subrecipient shall ensure that a deed restriction is recorded on any real property or facility, excluding easements, acquired with CDBG-CV 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 C.F.R. § 570.505. Any future change of use of real property shall be in accordance with 24 C.F.R. § 570.489(j).
22. 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 C.F.R. part 800, and the Secretary of the Interior's Standards for Rehabilitation, codified at 36 C.F.R. part 67, and Guidelines for Rehabilitating Historic Buildings.
23. Pursuant to section 102(b), Public Law 101-235, 42 U.S.C. § 3545, the Subrecipient shall update and submit Form HUD 2880 to Commerce within 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-CV-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.
24. If required, the Subrecipient shall submit a final Form HUD 2880, to Commerce with the Subrecipient's request for administrative closeout, and its absence or incompleteness shall be cause for rejection of the administrative closeout.

Attachment D – Program and Special Conditions

25. Conflicts of interest relating to procurement shall be addressed pursuant to 24 C.F.R. § 570.489(g). Title 24 C.F.R. § 570.489(h) shall apply in all conflicts of interest not governed by 24 C.F.R. § 570.489(g), such as those relating to the acquisition or disposition of real property; CDBG-CV 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.
26. Any payment by the Subrecipient using CDBG-CV 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 Commerce prior to distribution of the funds. Should the Subrecipient fail to obtain Commerce pre-approval, any portion of the cost of the acquisition exceeding Fair Market Value shall not be paid or reimbursed with CDBG-CV funds.
27. The Subrecipient shall take photographs of all activity locations from multiple angles prior to initiating any construction. As the construction progresses, additional photography shall document the ongoing improvements. Upon completion of construction, final documentation of the activity locations will be provided to Commerce with the administrative closeout package for this Agreement.
28. 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.
29. If necessary, the Subrecipient shall retain sufficient administration funds to ensure internet access, including email, for the duration of the Agreement, including any time extensions. If the Subrecipient does not already have a computer designated to the person responsible for grant oversight, which is located in the program office and capable of internet access, administrative funds may be used as needed to obtain, at reasonable cost, a computer to allow internet access.

Special Conditions

(Unlock document and type in special conditions or “Not Applicable.” here.)

Attachment F – State and Federal Statutes, Regulations, and Policies

The Subrecipient agrees to, and, by signing this Agreement, certifies that, it will comply with the requirements of 24 C.F.R. part 570, subpart I, and § 570.200(j) and § 570.606 (HUD regulations concerning State Community Development Block Grant Programs). The Subrecipient also agrees to use funds available under this Agreement to supplement rather than supplant funds otherwise available. The Subrecipient further agrees to comply with all other applicable Federal, State and local laws, regulations, and policies governing the funds provided under this Agreement, including, but not limited to the following:

1. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. part 200);
2. Florida Small Cities Community Development Block Grant Program Act (§§ 290.0401-290.048, F.S.);
3. Florida Small Cities Community Development Block Grant Program rules (chapter 73C-23, F.A.C.);
4. Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. §§ 5301-5321);
5. Rules and Procedures for Efficient Federal-State Funds Transfers (31 C.F.R. part 205);
6. Community Planning Act (§ 163.3164, F.S.);
7. Florida Small and Minority Business Assistance Act (§§ 288.703-288.706, F.S.);
8. CDBG Technical Memoranda (<https://www.hudexchange.info/community-development/cdbg-memoranda/>);
9. Applicable HUD Community Planning and Development Notices (<https://www.hudexchange.info/manage-a-program/cpd-notices>);
10. Single Audit Act Amendments of 1996 (31 U.S.C. §§ 7501-7507);
11. Environmental Review Procedures for Entities Assuming HUD Responsibilities (24 C.F.R. part 58);
12. Environmental Criteria and Standards (24 C.F.R. part 51);
13. Flood Disaster Protection Act of 1973, as amended (42 U.S.C. §§ 4001-4129), Floodplain Management and Protection of Wetlands (24 C.F.R. part 55), and Executive Orders 11988 (Floodplain Management) and 11990 (Protection of Wetlands);
14. National Environmental Policy Act of 1969, as amended (42 U.S.C. §§ 4321-4370h) and other provisions of law which further the purpose of this act;
15. National Historic Preservation Act of 1966, as amended (54 U.S.C. §§ 300301-320303), Protection of Historic Properties (36 C.F.R. part 800), and other provisions of law which further the purpose of this act;
16. Archaeological and Historic Preservation Act of 1974 and Reservoir Salvage Act of 1960, as amended (54 U.S.C. §§ 312501-312508);
17. Coastal Zone Protection Act of 1985 (§§ 161.52-161.58, F.S.);
18. Safe Drinking Water Act of 1974, as amended (42 U.S.C. §§ 300f, et seq.);
19. Federal Water Pollution Control Act of 1972, as amended (33 U.S.C. §§ 1251-1387);
20. Davis–Bacon Act of 1931, as amended (40 U.S.C. §§ 3141-3148) and Labor Standards Provisions of 29 C.F.R. part 5;
21. Contract Work Hours and Safety Standards Act of 1962, as amended (40 U.S.C. §§ 3701-3708);
22. Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1975 (42 U.S.C. §§ 6901-6992k);
23. Architectural Barriers Act of 1968 (42 U.S.C. §§ 4151-4157) and the Uniform Accessibility Standards, as applicable;
24. Federal Fair Labor Standards Act of 1938, as amended (29 U.S.C. §§ 201-219);
25. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. §§ 4601-4655), and the applicable rules for Federal and Federally-Assisted Programs at 49 C.F.R. part 24;
26. Copeland “Anti-Kickback” Act (18 U.S.C. § 874);
27. Hatch Act of 1939, as amended (5 U.S.C. §§ 1501-1508);
28. 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 the applicable implementing regulations at 24 C.F.R. part 35 and 24 C.F.R. part 570, subparts A, B, J, K, and R;
29. Section 102 of HUD Reform Act of 1989 (42 U.S.C. § 3545) and HUD Reform Act regulations at 24 C.F.R. part 4;
30. False Claims Act (31 U.S.C. §§ 3729-3733);
31. Comprehensive Procurement Guideline for Products Containing Recovered Materials (40 C.F.R. part 247);
32. Clean Air Act (42 U.S.C. §§ 7401-7671q.), and National Primary and Secondary Ambient Air Quality Standards (40 C.F.R. part 50); and
33. Whistleblower Protection enacted by Section 828 of P.L. 112-239 and permanently extended under P.L. 114-261.

Attachment F – State and Federal Statutes, Regulations, and Policies

34. FR-6218-N-01: Notice of Program Rules, Waivers, and Alternative Requirements Under the CARES Act for CDBG-CV Grants, FY 2019 and 2020 CDBG Grants, and Other Formula Programs.

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Attachment G – Civil Rights Requirements

Fair Housing

As a condition for the receipt of CDBG-CV funds, each Subrecipient must certify that it will “affirmatively further fair housing” in its community. The 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 year on the Subrecipient’s 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 year; and
- 6) Display a fair housing poster in the CDBG 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:

- Define where discriminatory practices are occurring,
- Help the community measure the effectiveness of its outreach efforts, and
- 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:

- Making fair housing presentations at schools, civic clubs, and neighborhood association meetings;
- Conducting a fair housing poster contest or an essay contest;
- Manning a booth and distributing fair housing materials at libraries, health fairs, community events, yard sales, and church festivals; and
- 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 Commerce-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-CV project file and include information about the activities in the comment section of the quarterly report during which the activity was undertaken.

Attachment G – Civil Rights Requirements

Equal Employment Opportunity

As a condition for the receipt of CDBG-CV funds, each Subrecipient must certify that it and the contractors, subcontractors, subrecipients and consultants that it hires with CDBG-CV funds will abide by the Equal Employment Opportunity (EEO) Laws of the United States. The 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 year on the Recipient's 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;

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-CV-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>.

Section 504 and the Americans with Disabilities Act (ADA)

As a condition for the receipt of CDBG-CV 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 year on the Subrecipient's website; and

Attachment G – Civil Rights Requirements

- 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 C.F.R. part 84) apply to service availability, accessibility, delivery, employment, and the administrative activities and responsibilities of organizations receiving Federal financial assistance. A recipient of Federal financial assistance may not, on the basis of disability:

- Deny qualified individuals the opportunity to participate in or benefit from Federally funded programs, services, or other benefits,
- Deny access to programs, services, benefits or opportunities to participate as a result of physical barriers, or
- Deny employment opportunities, including hiring, promotion, training, and fringe benefits, for which they are otherwise entitled or qualified.

The ADA regulations (Title II, 28 C.F.R. part 35, and Title III, 28 C.F.R. 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 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-CV-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-CV-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:

Attachment G – Civil Rights Requirements

Section 3 Required Language

- A. 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.
- B. The Parties to this contract agree to comply with HUD's regulations in 24 C.F.R. part 75, which implements 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.
- C. 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.
- D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. 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 C.F.R. 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 C.F.R. part 75.
- E. 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 C.F.R. part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 C.F.R. part 75.
- F. Noncompliance with HUD's regulations in 24 C.F.R. part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. Contracts and subcontracts subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the requirements of Section 3.

Whistleblower Protection

The following clause, is required to be included in all federally funded subawards and contracts over the simplified acquisition threshold:

Pursuant to Section 828 of Pub. L 112-239, "National Defense Authorization Act for Fiscal Year 2013" and permanently extended through the enactment of Pub. L 114-261 (December 14, 2016), this award, related subawards, and related contracts over the simplified acquisition threshold and all employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower right and remedies established at 41 U.S.C. § 4712. Subrecipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees, in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. § 4712. This clause shall be inserted in all subawards and in contracts over the simplified acquisition threshold related to this award; best efforts should be made to include this clause in any subawards and contracts awarded prior to the effective date of this provision.

Attachment G – Civil Rights Requirements

Civil Rights Regulations

As a condition for the receipt of CDBG-CV 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 C.F.R. § 570.487(b) – Affirmatively Furthering Fair Housing;
5. 24 C.F.R. § 570.490(b) – Unit of general local government's record;
6. 24 C.F.R. § 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-CV funds because of race, color, religion, sex or national origin;
10. Section 504 of the Rehabilitation Act of 1973 and 24 C.F.R. 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 –Economic Opportunities for low- and very low-income persons.

I hereby certify that City of Sunrise shall comply with all the provisions and Federal regulations listed in this attachment.

By:  Date: 4/12/24

Name: Mark S. Lubelski

Title: City Manager

Attachment H – Reports

The following reports must be completed and submitted to Commerce in the time frame indicated. Failure to timely file these reports constitutes an Event of Default, as defined in Paragraph (10) Default, of this Agreement.

1. A **Quarterly Progress Report**, Form SC-65, must be submitted to Commerce 15 calendar days after the end of each quarter. The reports are due by the following dates: April 15, July 15, October 15 and January 15. The quarterly report shall include: a summary of work performed during the reporting period; photographs taken to date; a percent of work completed for each task; a summary of expenditures since the effective date; and a summary of any issues or events occurring which affect the ability of the Subrecipient to meet the terms of this Agreement.
2. A **Contract and Subcontract Activity** form, Form HUD-2516, currently available at <http://www.flrules.org/Gateway/reference.asp?No=Ref-05360>; which is incorporated herein by reference, must be submitted by April 15 and October 15 each year through the Commerce's SERA reporting system at <https://deosera.my.salesforce.com/>. 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".
3. The **Administrative Closeout Report**, Form SC-62, must be submitted to Commerce within 45 calendar days of the Agreement end date or within 45 days of the completion of all activities. The Subrecipient must provide all applicable information requested on the closeout report form. The Administrative Closeout Report cannot be submitted to Commerce before the Subrecipient has submitted its Final Request for Funds.

The following documentation shall be provided with the Administrative Closeout Report:

- a. Certification that all project activities have been completed, inspected and approved by all parties prior to the subgrant end date and submission of the closeout report;
 - b. Documentation of any leverage expended after the last on-site monitoring visit;
 - c. Documentation of fair housing activities conducted after the last on-site monitoring visit;
 - d. Documentation that all citizen complaints related to the project have been resolved;
 - e. A list of the homes receiving direct benefit, if applicable; and,
 - f. Copies of all remaining pre-construction, construction and post-construction photographs of all CDBG-CV-funded activities submitted as .jpeg or .tiff files not previously submitted with quarterly reports.
4. In accordance with 2 C.F.R. 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 C.F.R. part 200, and submitted to Commerce 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**, Form SC-47, must be provided to Commerce no later than nine months from the end of the Recipient's fiscal year.
 5. A copy of the **Audit Compliance Certification** form, Attachment K, must be emailed to audit@commerce.fl.gov within 60 calendar days of the end of each fiscal year in which this subgrant was open.
 6. **Section 3 Reporting Requirements.** Reporting of labor hours for Section 3 projects must comply with 24 C.F.R. § 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

Attachment H – Reports

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 C.F.R. § 75.25(b).

Section 3 compliance efforts must be reported through Commerce's SERA reporting system by July 31, annually. Commerce maintains a Section 3 Summary Report form which must be used to report annual accomplishments regarding employment, labor hours worked, and other economic opportunities provided to persons and businesses that meet "Section 3" requirements.

7. **Requests for Funds** payment requests must be submitted in accordance with the timelines included on Attachment C - Activity Work Plan. Commerce will not reimburse a payment request for less than \$5,000 unless it is the final payment request. Each payment request must include an invoice from the Subrecipient to Commerce and copies of all invoices that the Subrecipient received from its consultants for services rendered and the documentation listed below. The invoices must document that the Subrecipient and each consultant/contractor met the Minimum Level of Service listed on the Deliverables page of Attachment A.

For each Commercial Revitalization, Economic Development, Neighborhood Revitalization, and CDBG-CV payment request 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 Commerce, signed by the contractor and inspection engineer, and a copy of form G703, Continuation Sheet, or a comparable form approved by Commerce. The Subrecipient shall, at a minimum, submit reimbursement requests upon completing 20, 40, 60, 80 and 100 percent of the project (or 25, 50, 75 and 100 percent of the project if so listed on Attachment C – Activity Work Plan).

If the Subrecipient needs to remit funds to Commerce, including reimbursement of subgrant funds, program income or interest income paid with CDBG-CV funds (collectively "reimbursements"), Subrecipient shall submit such reimbursements concurrently with a copy of the Return of Funds Form, CV-68.

If the Subrecipient is a county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., the payment of submitted invoices may be issued for verified and eligible performance that has been completed in accordance with the terms and conditions set forth in this Agreement to the extent that federal or state law, rule, or other regulation allows such payments. Upon meeting either of the criteria set forth below, the Subrecipient may elect in writing to exercise this provision.

- A. A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., that demonstrates financial hardship; or
 - B. A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., and which is located in a fiscally constrained county, as defined in section 218.67(1), F.S. If the Subrecipient meets the criteria set forth in this paragraph, then the Subrecipient is deemed to have demonstrated a financial hardship.
8. All forms referenced herein are available online at www.FloridaJobs.org/CDBGRecipientInfo or upon request from the Commerce grant manager for this Agreement.

Attachment I – Warranties and Representations

Financial Management

The Subrecipient's financial management system must comply with the provisions of 2 C.F.R. part 200, section 218.33, F.S., and the rules promulgated thereunder. Subrecipient's financial management system shall 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 payment request. 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 C.F.R. part 200 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 C.F.R. §§ 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, or 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. 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 or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the Recipient 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 Recipient. (*See* 2 C.F.R. § 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 the particular work for which they are hired by the Subrecipient.

The administration of resources awarded by Commerce to the **Subrecipient** may be subject to audits and/or monitoring by Commerce as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with 2 C.F.R. part 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 Commerce staff, limited scope audits as defined by 2 C.F.R. part 200, as revised, and/or other procedures. By entering into this Agreement, the **Subrecipient** agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by Commerce. In the event Commerce determines that a limited scope audit of the **Subrecipient** is appropriate, the **Subrecipient** agrees to comply with any additional instructions provided by Commerce staff to the Recipient 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 a non-profit organization as defined in 2 C.F.R. part 200, as revised.

1. In the event that the Subrecipient expends \$750,000 or more in federal awards in its fiscal year, the Subrecipient must have a single or program-specific audit conducted in accordance with the provisions of 2 C.F.R. 200 Subpart F (Audit Requirements), as revised. In determining the federal awards expended in its fiscal year, the Recipient shall consider all sources of federal awards, including federal resources received from Commerce. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 C.F.R. part 200 subpart F (Audit Requirements), as revised. An audit of the Subrecipient conducted by the Auditor General in accordance with the provisions of 2 C.F.R. part 200 subpart F (Audit Requirements), as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the Subrecipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 C.F.R. 200 Subpart F (Audit Requirements), as revised.
3. If the Subrecipient expends less than \$750,000 in federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 C.F.R. 200 Subpart F (Audit Requirements), as revised, is not required. In the event that 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 C.F.R. 200 Subpart F (Audit Requirements), as revised, 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).
4. Although 2 C.F.R. part 200 subpart F (Audit Requirements) does not apply to commercial (for-profit) organizations, the pass-through entity has an obligation to ensure that for-profit subrecipients that expend \$750,000 or more in federal awards must comply with federal awards guidelines (see 2 C.F.R. 200.501(h)). Additionally, for-profit entities may be subject to certain specific audit requirements of individual federal grantor agencies.

Additional Federal Single Audit Act resources can be found at:

<https://harvester.census.gov/facweb/Resources.aspx>

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 Recipient, the Subrecipient must have a State single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. 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 Commerce, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for federal program matching requirements.
2. In connection with 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) or 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, an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. In the event that 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 non-state 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).

Additional information regarding the Florida Single Audit Act can be found at

<https://apps.fldfs.com/fsaa/>

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, to include any management letter issued by the auditor, for audits conducted in accordance with 2 C.F.R. part 200 subpart F (Audit Requirements), as revised, and required by PART I of this Exhibit Agreement shall be submitted by or on behalf of the Recipient directly to each of the following at the address indicated:
 - A. Department of Commerce
Financial Monitoring and Accountability (FMA)
The copy submitted to the FMA section should be sent via email to: FMA-RWB@commerce.fl.gov
 - B. The Federal Audit Clearinghouse designated in 2 C.F.R. part 200 subpart F (Audit Requirements), as revised, electronically at: <https://harvester.census.gov/facweb/2>. Copies of audit reports for audits conducted in accordance

with 2 C.F.R. 200 Subpart F (Audit Requirements), as revised, and required by Part I (in correspondence accompanying the audit report, indicate the date that the Recipient received the audit report); copies of the reporting package described in; 2 C.F.R. 200 Subpart F (Audit Requirements), as revised, and any management letters issued by the auditor; copies of reports required by Part II of this Exhibit must be sent to Commerce at the addresses listed in paragraph three (3) below.

3. Copies of financial reporting packages required by PART II of this Exhibit Agreement shall be submitted by or on behalf of the Subrecipient directly to each of the following:

- A. Commerce at the following address:

Electronic copies: Audit@commerce.fl.gov

- 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, FL 32399-1450

Email Address: flaudgen_localgovt@aud.state.fl.us

4. Any reports, management letter, or other information required to be submitted to Commerce pursuant to this Agreement shall be submitted timely in accordance with 2 C.F.R. part 200 subpart F, section 215.97 F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
5. Subrecipients and subrecipients, when submitting financial reporting packages to Commerce for audits done in accordance with Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient/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 five (5) state fiscal years after all reporting requirements are satisfied and final payments have been received, or for a period of three (3) years from the date that Commerce closes out the CDBG-CV program year(s) from which the funds were awarded by the U.S. Department of Housing and Urban Development, whichever period is longer, and shall allow Commerce, or its designee, the Chief Financial Officer (CFO), or Auditor General access to such records upon request. 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. The Subrecipient shall ensure that audit working papers are made available to Commerce, or its designee, CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by Commerce.

Exhibit 1 to Attachment J – Funding Sources

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:

Federal Awarding Agency:	U.S. Department of Housing and Urban Development
Federal Funds Obligated to Recipient:	\$268,332.93
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:	Funding is being provided for needed infrastructure improvements to benefit low- and moderate-income persons residing in the Subrecipient's jurisdiction.

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 C.F.R. §§ 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, 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 Attachment F – State and Federal Statutes, Regulations, and Policies

State Resources Awarded to the Recipient 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 C.F.R. § 200.332 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 Recipient.

Attachment K – Audit Compliance Certification

<i>Email a copy of this form within 60 days of the end of each fiscal year in which this subgrant was open to audit@commerce.fl.gov.</i>	
Recipient: City of Sunrise	
FEIN:	Recipient's Fiscal Year:
Contact Name:	Contact's Phone:
Contact's Email:	
<p>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 Commerce (Commerce)? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If the above answer is yes, answer the following before proceeding to item 2.</p> <p>Did the Subrecipient expend \$750,000 or more of state financial assistance (from Commerce and all other sources of state financial assistance combined) during its fiscal year? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>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.</p>	
<p>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 Recipient and Commerce? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If the above answer is yes, also answer the following before proceeding to execution of this certification:</p> <p>Did the Subrecipient expend \$750,000 or more in federal awards (from Commerce and all other sources of federal awards combined) during its fiscal year? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, the Subrecipient certifies that it will timely comply with all applicable single or program-specific audit requirements of 2 C.F.R. part 200, subpart F, as revised.</p>	
<p>By signing below, I certify, on behalf of the Subrecipient, that the above representations for items 1 and 2 are true and correct.</p>	
_____ Signature of Authorized Representative	_____ Date
_____ Printed Name of Authorized Representative	_____ Title of Authorized Representative

Attachment L – CDBG-CV Subrogation Agreement

State of Florida
Department of Commerce
Federally-Funded Community Development Block Grant CARES (CDBG-CV)
Subrogation Agreement

This Subrogation and Assignment Agreement (“Agreement”) is made and entered into by and between the City of Sunrise (hereinafter referred to as “Subrecipient”) and the State of Florida, Department of Commerce (hereinafter referred to as “Commerce”).

In consideration of Subrecipient’s receipt of funds or the commitment by Commerce to evaluate Subrecipient’s application for the receipt of funds (collectively, the “Grant Proceeds”) under the Commerce Community Development Block Grant CARES Act Program (the “CDBG-CV Program”) administered by Commerce, Subrecipient hereby assigns to Commerce 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 “CARES Act Program” and collectively, the “CARES Act Programs”) that was the basis of the calculation of Grant Proceeds paid or to be paid to Subrecipient under the CDBG-CV Program and that are determined in the sole discretion of Commerce 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 Commerce 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 Commerce, to be retained and/or disbursed as provided in this Agreement. The amount of DOB determined to be paid to Commerce shall not exceed the amount received from the CDBG-CV Program.

Subrecipient agrees to assist and cooperate with Commerce 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 Commerce. 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 CDBG-CV Program.

If requested by Commerce, Subrecipient agrees to execute such further and additional documents and instruments as may be requested to further and better assign to Commerce, to the extent of the Grant Proceeds paid to Subrecipient under the CDBG-CV Program, the Policies, any amounts received under the CDBG-CV 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 Commerce to consummate and make effective the purposes of this Agreement.

Subrecipient explicitly allows Commerce 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 Commerce 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 Commerce.

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

Attachment L – CDBG-CV Subrogation Agreement

Commerce, if Subrecipient received Grant Proceeds under the CDBG-CV 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 Commerce, and Commerce 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 Commerce.
2. If the Subrecipient has received no payment of the Grant Proceeds, any Subsequent DOB Proceeds shall be used by Commerce 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 Commerce.
4. If Commerce makes the determination that the Subrecipient does not qualify to participate in the CDBG-CV Program or the Subrecipient determines not to participate in the CDBG-CV Program, the Subsequent DOB Proceeds shall be returned to the Subrecipient, and this Agreement shall terminate.

Once Commerce has recovered an amount equal to the Grant Proceeds paid to Subrecipient, Commerce will reassign to Subrecipient any rights assigned to Commerce 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.

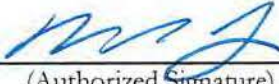
Warning: Any person who intentionally or knowingly makes a false claim or statement to HUD may be subject to civil or criminal penalties under 18 U.S.C. §§ 287, 1001 and 31 U.S.C. § 3729.

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, Commerce shall be entitled to recover all costs of enforcement, including actual attorney's fees.

City of Sunrise

Florida Department of Commerce

By:  Date: 4/12/29 By: _____ Date: _____
 (Authorized Signature) (Authorized Signature)

Name: Mark S. Lubelski Name: J. Alex Kelly
 Title: City Manager Title: Secretary



Modification to Subgrant Agreement

July 6, 2023

**Modification Number 1 to Subgrant Agreement Between
the Florida Department of Commerce and
the City of Sunrise, Florida**

This Modification Number 1 is entered into by and between the State of Florida, Department of Commerce, ("Commerce"), and the City of Sunrise, Florida, ("the Subrecipient"), (each individually a "Party" and collectively the "Parties").

WHEREAS, Commerce and the Subrecipient entered into **Contract Number 22CV-E04, FLAIR Contract Number H2461**, on March 25, 2024 ("the Agreement"), pursuant to which Commerce provided a subgrant in the amount of \$268,332.93 to the Subrecipient under the Small Cities Community Development Block Grant ("CDBG") Program as set forth in the Agreement;

WHEREAS, Paragraph (4) of the Agreement provides that modifications to the Agreement shall be valid when executed in writing by both Parties;

WHEREAS, Commerce and the Subrecipient desire to modify the Agreement;

NOW, THEREFORE, in consideration of the mutual promises of the Parties contained herein, the Parties agree as follows:

Revise the Activity Work Plan

- 1. Attachment __, Activity Work Plan, of the Subgrant Agreement is hereby deleted and is replaced by the revised Attachment __, which is attached hereto and incorporated herein by reference.

Revise the Project Narrative

- 2. Attachment __, ____, of the Subgrant Agreement is hereby deleted and is replaced by the revised Attachment __, which is attached hereto and incorporated herein by reference.

Revise the Project Budget

- 3. Attachment __, ____, of the Subgrant Agreement is hereby deleted and is replaced by the revised Attachment __, which is attached hereto and incorporated herein by reference.

Change the Number of Accomplishments and/or Beneficiaries

- 4. Attachments ____ of the Subgrant Agreement are hereby deleted and are replaced by the revised Attachments ____, which are attached hereto and incorporated herein by reference.



Modification to Subgrant Agreement

July 6, 2023

Subrecipient: City of Sunrise

Modification Number: 1

Contract Number: 22CV-E04

FLAIR Contract Number: H2461

Include an Unaddressed Need from the Application for Funding as Addressed Need

5. Attachments _____ of the Subgrant Agreement are hereby deleted and are replaced by the revised Attachments _____, which are attached hereto and incorporated herein by reference.

Change the Participating Parties

6. (Type in the name of firm), is removed as a Participating Party to the Subgrant Agreement.

7. (Type in the name of new firm) is added as a Participating Party to the Subgrant Agreement. A copy of the new Participating Party Agreement, containing provisions and caveats that meet or exceed the conditions agreed to in the original Participating Party Agreement, is attached.

Extend the Agreement

8. Paragraph (3) titled Period of Agreement on page 1 of the Subgrant Agreement is hereby deleted and replaced by the following Paragraph (3):

(3) Period of Agreement

This Agreement begins on March 1, 2022, (the "Effective Date") and ends on March 31, 2026 (the "Expiration Date") unless otherwise terminated as provided in this Agreement (the "Termination Date"). The period of time between the Effective Date and the Expiration Date or Termination Date is the "Agreement Period."

Other:

9. This agreement is reinstated as though it was never expired.

All provisions of the Subgrant Agreement and any attachments thereto in conflict with this Modification shall be and are hereby changed to conform to this Modification, effective as of the date of the execution of this Modification by both parties.

All provisions not in conflict with this Modification remain in full force and effect, and are to be performed at the level specified in the Agreement.



Modification to Subgrant Agreement

July 6, 2023

Subrecipient: City of Sunrise

Modification Number: 1

Contract Number: 22CV-E04

FLAIR Contract Number: H2461

IN WITNESS WHEREOF, the parties hereto have executed this document as of the dates set herein.

**State of Florida
Department of Commerce**

Subrecipient: City of Sunrise, Florida

By: _____

By: _____

Name: J. Alex Kelly

Name: Mark S. Lubelski

Title: Secretary

Title: City Manager

Date: _____

Date: _____

Approved as to form and legal sufficiency,
subject only to the full and proper execution
by the Parties
Office of the General Counsel
Florida Department of Commerce

By: _____

Approved Date: _____

ATTACHMENT "4"
CERTIFICATION REGARDING LOBBYING

APPENDIX A, 44 CFR PART 18--CERTIFICATION REGARDING LOBBYING Certification for
Contracts, Grants, Loans, and Cooperative Agreements
(To be submitted with each bid or offer exceeding \$100,000)

The undersigned Proposer 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, and as amended.
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 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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.

The Proposer, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Proposer understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

Name of Proposer

Signature of Authorized Representative

Printed Name and Title of Authorized Representative

Date

ATTACHMENT "5"
CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION

Government Debarment & Suspension

Instructions:

1. By signing and submitting this form, the Proposer (prospective lower tier participant) is providing the certification set out in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 C.F.R. Parts 180 and 417. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause.

The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- Lower Tier Covered Transactions.

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552(a), as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 C.F.R. §§ 180.300, 180.355, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880.

[READ INSTRUCTIONS ON PREVIOUS PAGE BEFORE COMPLETING CERTIFICATION]

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name of Proposer

Signature of Authorized Representative

Printed Name and Title of Authorized Representative

Date