City of Pensacola

Agenda Conference

Agenda

City of Pensacola
222 W. Main Street
Pensacola, FL 32502

May 6, 2024, 3:30 PM **Hagler-Mason Conference Room, 2nd Floor**

The meeting can be watched via live stream at cityofpensacola.com/video.

ROLL CALL

PRESENTATION ITEMS

REVIEW OF CONSENT AGENDA ITEMS

1. 24-393 APPOINTMENT - OPIOID ABATEMENT FUNDING ADVISORY BOARD

Recommendation: That City Council appoint one individual to the Opioid Abatement Funding Advisory Board for a term of two (2) years, expiring May 1, 2026.

Sponsors: Council President Casey Jones

Attachments: *Application of Interest - Tommy White*
Ballot

2. 24-371 AIRPORT - ACQUISITION OF REAL PROPERTY - 2400 BLOCK LANGLEY AVENUE

Recommendation: That City Council approve the proposed purchase of real property located at 2400 Block Langley Avenue (Parcel No. 141S292100080001 and 141S292100090001) from Diane Bonner Canady in the amount of $188,850.00 plus closing costs for an estimated total amount of $200,000.00. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer the acquisition, consistent with the parameters set herein and consistent with the Mayor's Executive Powers as granted in the City Charter.

Sponsors: Mayor D.C. Reeves

Attachments: *Appraisal*
Satellite Map

3. 24-61 AWARD OF BID NO. 24-021 - ROADWAY IMPROVEMENTS TO ZARAGOZA STREET EAST OF TARRAGONA STREET

Recommendation: That City Council award a contract for Bid No. 24-021 for Roadway Improvements to Zaragoza Street east of Tarragona Street, to Chavers Construction, Inc. of Pensacola, FL, the lowest and most responsible bidder with a base bid of $145,576.00, plus a 5% contingency of $7,278.80 for a total of $152,854.80. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this contract and complete the work, consistent with the bid, contracting documents, and the Mayor's Executive Powers as granted in the City Charter.

Sponsors: Mayor D.C. Reeves

Attachments: *Quantity Sheets*
Notice of Intent to Award

4. 24-382 DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL MEMBER ALLISON PATTON - DISTRICT 6

Recommendation: That City Council approve funding of $1,000 to the Ministry Village at Olive, $1,000 to the Rally! Foundation for Childhood Cancer Research and $1,000 to Family Promise of Escambia County from the City Council Discretionary Funds for District 6.

Sponsors: Council Member Allison Patton

Attachments: *None*

5. 24-387 DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL MEMBER CHARLES BARE - DISTRICT 2

Recommendation: That City Council approve funding of $2,200 to Family Promise of Escambia County from the City Council Discretionary Funds for District 2.

Sponsors: Council Member Charles Bare

Attachments: *None*

6. 24-391 DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL PRESIDENT CASEY JONES - DISTRICT 3

Recommendation: That City Council approve funding of $1,500 to The Birthday Party Pensacola from the City Council Discretionary Funds for District 3.

Sponsors: Council President Casey Jones

Attachments: *None*

REVIEW OF REGULAR AGENDA ITEMS

7. 24-365 ACCEPTANCE OF AWARD OF FLORIDA COMMERCE COMMUNITY

DEVELOPMENT BLOCK GRANT - DISASTER RECOVERY REBUILD FLORIDA HOUSING REPAIR AND REPLACEMENT PROGRAM AGREEMENT NO. HS010

Recommendation: That City Council accept the Community Development Block Grant Disaster Recovery Grant No. HS010 from the Florida Department of Commerce for the Rebuild Florida Housing Repair and Replacement Program in the amount of $5,861,500 with a $250,000 local match for a total grant value of $6,111,500. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer the grant, consistent with the terms of the grant and the Mayor's Executive Powers as granted in the City Charter. Finally, that City Council adopt a supplemental budget resolution appropriating the funds.

Sponsors: Mayor D.C. Reeves

Attachments: *CDBG-DR Housing Repair and Replacement Program Agreement HS010*

8. 24-366 SUPPLEMENTAL BUDGET RESOLUTION NO. 2024-39 FLORIDA COMMERCE COMMUNITY DEVELOPMENT BLOCK GRANT NO. HS010 - DISASTER RECOVERY FUNDING FOR REBUILD FLORIDA HOUSING REPAIR AND REPLACEMENT PROGRAM

Recommendation: That City Council adopt Supplemental Budget Resolution No. 2024-39.

A RESOLUTION AUTHORIZING AND MAKING RESOLUTIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2024; PROVIDING FOR AN EFFECTIVE DATE.

Sponsors: Mayor D.C. Reeves

Attachments: *Supplemental Budget Resolution No. 2024-39*
Supplemental Budget Explanation No. 2024-39

9. 24-368 PROPOSED ORDINANCE NO. 2-24 - AMENDING TITLE III OF THE CODE OF THE CITY OF PENSACOLA - CHAPTER 3-3 PURCHASING

Recommendation: That City Council approve Proposed Ordinance No. 2-24 on first reading:

AN ORDINANCE AMENDING TITLE III OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, AMENDING PURCHASING, CHAPTER 3-3. IN GENERAL, ARTICLE I, SECTION 3-3-1, CONTRACTS FOR PUBLIC WORK AND PURCHASES OF OTHER COMMODITIES AND SERVICES; LOWEST AND BEST RESPONSIBLE BIDDER; REJECTION OF BIDS; APPROVAL OF COUNCIL AND MAYOR; EMERGENCY PURCHASES; SECTION 3-3-3, SMALL BUSINESS ENTERPRISE PROGRAM; SECTION 3-3-5, PROHIBITED CONDUCT BY BIDDERS; CREATING SECTION 3-3-13, USE OF FEDERAL

FUNDS IN PROCUREMENTS; PROVIDING FOR SEVERABILITY, REPEALING CLAUSE, AND PROVIDING AN EFFECTIVE DATE.

Sponsors: Mayor D.C. Reeves

Attachments: *Proposed Ordinance No. 2-24*
Business Impact Estimate

CONSIDERATION OF ANY ADD-ON ITEMS

DISCUSSION ITEMS

READING OF ITEMS FOR COUNCIL AGENDA

CITY ADMINISTRATOR'S COMMUNICATION

CITY ATTORNEY'S COMMUNICATION

CITY COUNCIL COMMUNICATION

ADJOURNMENT

Any opening invocation that is offered before the official start of the Council meeting shall be the voluntary offering of a private person, to and for the benefit of the Council. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by the City Council or the city staff, and the City is not allowed by law to endorse the religious or non-religious beliefs or views of such speaker. Persons in attendance at the City Council meeting are invited to stand during the invocation and to stand and recite the Pledge of Allegiance. However, such invitation shall not be construed as a demand, order, or any other type of command. No person in attendance at the meeting shall be required to participate in any opening invocation that is offered or to participate in the Pledge of Allegiance. You may remain seated within the City Council Chambers or exit the City Council Chambers and return upon completion of the opening invocation and/or Pledge of Allegiance if you do not wish to participate in or witness the opening invocation and/or the recitation of the Pledge of Allegiance.

If any person decides to appeal any decision made with respect to any matter considered at such meeting, he will need a record of the proceedings, and that for such purpose he may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

The City of Pensacola adheres to the Americans with Disabilities Act and will make reasonable accommodations for access to City services, programs and activities. Please call 435-1606 (or TDD 435-1666) for further information. Request must be made at least 48 hours in advance of the event in order to allow the City time to provide the requested services.

File #: 24-393 Agenda Conference 5/6/2024

LEGISLATIVE ACTION ITEM

SPONSOR: Council President Casey Jones

SUBJECT:

APPOINTMENT - OPIOID ABATEMENT FUNDING ADVISORY BOARD

RECOMMENDATION:

That City Council appoint one individual to the Opioid Abatement Funding Advisory Board for a term of two (2) years, expiring May 1, 2026.

HEARING REQUIRED: No Hearing Required

SUMMARY:

As a result of the national opioid crisis, many governmental entities throughout the country filed lawsuits against opioid manufacturers, distributors, and retailers, to hold them accountable for the damage caused by their misfeasance, nonfeasance and malfeasance, as well as to recover monetary damages for past harm and financial compensation for ongoing and future abatement efforts. The City of Pensacola and Escambia County deemed the opioid crisis significant enough to secure litigation counsel and individually elected to file suit against the defendants. These lawsuits were consolidated with other lawsuits filed by state, tribal and local governmental entities into what is known as the National Prescription Opiate Litigation in the United States District Court of the Northern District of Ohio, Eastern Division, case number l:17-MD-2804.

The Attorney General for the State of Florida anticipates that settlement funds will be distributed to the State of Florida over multiple years as part of a global settlement and has proposed entering into agreements with local governments within the State of Florida to receive Settlement funds. In order for Escambia County to become a Qualified County eligible to receive Regional Funding, there must be an interlocal agreement among Escambia County and Municipalities.

The interlocal agreement provides for the appointment to the Opioid Abatement Funding Advisory Board, which shall review and make recommendations on Escambia County's abatement plan and funding considerations consistent with the abatement plan and State Memorandum of Understanding.The Opioid Abatement Funding Advisory Board membership shall be comprised of the following members, who should have experience with law

enforcement, fire rescue, substance abuse treatment, or other relevant experience, appointed for two-year terms:

1. One member appointed by the Escambia County Board of County Commissioners
2. One member appointed by the Escambia County Administrator
3. One member appointed by the Pensacola City Council
4. One member appointed by the Mayor of Pensacola
5. One member appointed by the Opioid Task Force

The following is an incumbent that would like to be considered for reappointment:

Nominee:	Nominated by:
Tommy White	Incumbent

PRIOR ACTION:

April 14, 2022 - City Council appointed Tommy White to the Board for a term of two (2) years, expiring May 1, 2024.

FUNDING:

None.

FINANCIAL IMPACT:

None.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

Ericka L. Burnett, City Clerk

ATTACHMENTS:

1. Application of Interest - Tommy White
2. Ballot

PRESENTATION: No

THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT

From: noreply@civicplus.com

To: Ericka Burnett; Robyn Tice;

Subject: [EXTERNAL] Online Form Submittal: Application for Boards, Authorities, and Commissions - City Council Appointment

Sent: 4/22/2024 2:25:23 PM

Application for Boards, Authorities, and Commissions - City Council Appointment

This application will be utilized in considering you for appointment to a City Council board, authority, or commission. Pursuant to Florida Statutes, Chapter 119, all information provided on or with this form becomes a public record and is subject to disclosure, unless otherwise exempted by law.

Completed applications will be kept on file for a period of one (1) year from the date received in the Office of the City Clerk.

It is necessary to contact a member of Council to obtain a nomination in order to be placed on the ballot for consideration. Please go to cityofpensacola.com/council for Council Member contact information. If you have any questions, contact the City Clerk's Office.

(Section Break)

Personal Information

Name	Tommy L White
Home Address	1415 North 8th Ave Pensacola FL 32503
Business Address	1216 Nth 9th Ave Pensacola FL 32501
To which address do you prefer we send correspondence regarding this application?	Home
Preferred Contact Phone Number(s)	8503900300
Email Address	tommylwj25@gmail.com
Upload Resume (optional)	*Field not completed.*

(Section Break)	
Details	
Are you a City resident?	Yes
If yes, which district?	6
If yes, how long have you been a City resident?	Pensacola
Do you own property within the City limits?	Yes
Are you a registered voter in the city?	Yes
Board(s) of interest:	OPIOID ABATEMENT BOARD
Please list the reasons for your interest in this position:	I am currently city appointed board member and we are currently right in the middle of finalizing the RFP process. We are doing great things and there is still unfinished business to be done. Thank you for your consideration.
Do you currently serve on a board?	Yes
If yes, which board(s)?	OPIOID ABATEMENT BOARD AND EASTSIDE REDEVELOPMENT BOARD
Do you currently hold a public office?	No
If so, what office?	*Field not completed.*
Would you be willing to resign your current office for the appointment you now seek?	N/A
(Section Break)	
Diversity *In order to encourage diversity in selections of members of government*	

committees, the following information is required by Florida Statute 760.80 for some committees.

Gender	Male
Race	African-American
Physically Disabled	*Field not completed.*
	(Section Break)
Acknowledgement of Terms	I accept these terms.

Email not displaying correctly? View it in your browser.

Ballot – **Opioid Abatement Funding Advisory Board**
May 9, 2024
Two-year term ending May 1, 2026

_____ Tommy White

_____ _____

Vote for One

Signed: _____
Council Member

File #: 24-371 Agenda Conference 5/6/2024

LEGISLATIVE ACTION ITEM

SPONSOR: Mayor D.C. Reeves

SUBJECT:

AIRPORT - ACQUISITION OF REAL PROPERTY - 2400 BLOCK LANGLEY AVENUE

RECOMMENDATION:

That City Council approve the proposed purchase of real property located at 2400 Block Langley Avenue (Parcel No. 141S292100080001 and 141S292100090001) from Diane Bonner Canady in the amount of $188,850.00 plus closing costs for an estimated total amount of $200,000.00. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer the acquisition, consistent with the parameters set herein and consistent with the Mayor's Executive Powers as granted in the City Charter.

HEARING REQUIRED: No Hearing Required

SUMMARY:

In October 2023, Airport staff became aware of the availability of two vacant parcels located at 2400 Block Langley Avenue, which is adjacent to Airport property. Combined, both parcels are approximately 0.43 acres, zoned commercial, and listed for $300,000. Due to the proximity to the Airport, staff expressed interest in purchasing both parcels and promptly moved forward with an appraisal. The appraised value for both parcels came in at $177,700. After several months of negotiations, both parties agreed on a selling price of $188,850, which is a 6% increase over the appraised value.

Due to the location, the land is compatible for Airport usage, and staff is recommending moving forward with the purchase of both parcels for a total of $188,850 plus closing costs for an estimated total amount of $200,000. Funds are available in the Airport's Capital Improvement Account.

PRIOR ACTION:

None

FUNDING:

Budget:	$200,000.00	Airport CIA Account
Actual:	$188,850.00	Purchase Price
	$11,150.00	Due Diligence/Closing Costs
	$200,000.00	TOTAL

FINANCIAL IMPACT:

In fiscal year 2024, funding in the amount of $200,000.00 is available in the Airport's capital improvement account.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

4/26/2024

STAFF CONTACT:

Kerrith Fiddler, City Administrator
Amy Miller, Deputy City Administrator – Administration & Enterprise
Matthew F. Coughlin, Airport Director

ATTACHMENTS:

1. Appraisal
2. Satellite Map

PRESENTATION: No

John Priller & Associates

LAND APPRAISAL REPORT

File No. L231107

SUBJECT

Borrower City of Pensacola | Census Tract 0011.01 | Map Reference 37860

Property Address 2400 Block Langley Ave

City Pensacola | County Escambia | State FL | Zip Code 32504

Legal Description See attached addenda.

Sale Price $ | Date of Sale | Loan Term | yrs. | Property Rights Appraised ☒ Fee ☐ Leasehold ☐ De Minimis PUD

Actual Real Estate Taxes $ 1,493 (yr) | Loan charges to be paid by seller $ | Other sales concessions

Lender/Client City of Pensacola | Address 2430 Airport Blvd Pensacola, FL 32504 Suite 225

Occupant Vacant Land | Appraiser Hannah E. Ard | Instructions to Appraiser Appraise for Market Value

NEIGHBORHOOD

Location	☒ Urban	☐ Suburban	☐ Rural
Built Up	☒ Over 75%	☐ 25% to 75%	☐ Under 25%
Growth Rate	☐ Fully Dev.	☐ Rapid	☒ Steady ☐ Slow
Property Values	☒ Increasing	☐ Stable	☐ Declining
Demand/Supply	☒ Shortage	☐ In Balance	☐ Oversupply
Marketing Time	☒ Under 3 Mos.	☐ 4-6 Mos.	☐ Over 6 Mos.

Present Land Use: 69 % One-Unit | 2 % 2-4 Unit | 2 % Apts. | 1 % Condo | 15 % Commercial | 5 % Industrial | 3 % Vacant | 3 % Other:Vacant Land and/or Parks

Change in Present Land Use: ☒ Not Likely ☐ Likely (*) ☐ Taking Place (*) (*) From To

Predominant Occupancy: ☒ Owner ☐ Tenant 1 % Vacant

One-Unit Price Range $ 250,000 to $ 900,000 | Predominant Value $ 400,000

One-Unit Age Range 0 yrs. to 75 yrs. | Predominant Age 35 yrs.

	Good	Avg.	Fair	Poor
Employment Stability	☒	☐	☐	☐
Convenience to Employment	☒	☐	☐	☐
Convenience to Shopping	☒	☐	☐	☐
Convenience to Schools	☒	☐	☐	☐
Adequacy of Public Transportation	☒	☐	☐	☐
Recreational Facilities	☒	☐	☐	☐
Adequacy of Utilities	☒	☐	☐	☐
Property Compatibility	☒	☐	☐	☐
Protection from Detrimental Conditions	☒	☐	☐	☐
Police and Fire Protection	☒	☐	☐	☐
General Appearance of Properties	☒	☐	☐	☐
Appeal to Market	☒	☐	☐	☐

Comments including those factors, favorable or unfavorable, affecting marketability (e.g. public parks, schools, view, noise) The subject property is located in northeast Pensacola where it is convenient to the Pensacola international airport as well as Pensacola State College. The overall area is a mixture of residential and commercial properties such as motels, professional offices resturants and health care facilities

SITE

Dimensions 126.6 X 75 Each Parcel = 18,935 Sf (.4347Ac) SF ☐ Corner Lot

Zoning Classification COM | Present Improvements ☒ Do ☐ Do Not Conform to Zoning Regulations

Highest and Best Use ☐ Present Use ☒ Other (specify) The current use is legally permissible, financially feasible, and maximally productive. Highest and best use is development.

	Public	Other (Describe)
Elec.	☒	Available
Gas	☒	Public
Water	☒	Available
San. Sewer	☒	Available
	☐ Underground Elect. & Tel.	

OFF SITE IMPROVEMENTS

Street Access ☒ Public ☐ Private

Surface Asphalt

Maintenance ☒ Public ☐ Private

☒ Storm Sewer ☐ Curb/Gutter

☐ Sidewalk ☒ Street Lights

Topo Basically Level

Size 18,935 Sf (.4347Ac)

Shape Rectangle

View Street Scene

Drainage Appears To Be Adequate

Is the property located in a FEMA Special Flood Hazard Area? ☐ Yes ☒ No

Comments (favorable or unfavorable including any apparent adverse easements, encroachments, or other adverse conditions) The subject site is basically level and above street grade, it is wooded throughout. I have reviewed county plat maps on line for easements. I have not done a title search for recorded easements/encroachments and other apparent adverse conditions. No survey was provided. Site dimensions were taken from the Escambia County Property Appraiser's website.

MARKET DATA ANALYSIS

The undersigned has recited the following recent sales of properties most similar and proximate to subject and has considered these in the market analysis. The description includes a dollar adjustment reflecting market reaction to those items of significant variation between the subject and comparable properties. If a significant item in the comparable property is superior to or more favorable than the subject property, a minus (–) adjustment is made, thus reducing the indicated value of subject; if a significant item in the comparable is inferior to or less favorable than the subject property, a plus (+) adjustment is made thus increasing the indicated value of the subject.

ITEM	SUBJECT PROPERTY	COMPARABLE NO. 1	+(–)$ Adjust.	COMPARABLE NO. 2	+(–)$ Adjust.	COMPARABLE NO. 3	+(–)$ Adjust.
Address	2400 Block Langley Ave Pensacola, FL 32504	4000 Blk Creighton Rd Pensacola, FL 32504		2900 S Highway 29 Cantonment, FL 32533		W Avery St Pensacola, FL 32501	
Proximity to Subject		1.77 miles E		7.26 miles NW		4.21 miles SW	
Sales Price	$	$ 118,000		$ 120,000		$ 75,000	
Price $/Sq. Ft.	$	$ 6.72		$ 6.33		$ 5.45	
Data Source(s)	Public Records	Public Records		Public Records		Public Records	
Date of Sale/Time Adj.		05/2023	+2,360	09/2022	+5,200	03/2023	+2,000
Location	N; Business District	N; Business District		N; Business District		N; Business District	
Site/View	18,935 Sf (.4347Ac)	17,555 Sf (.4030Ac)	+8,584	18,953 Sf (.4351Ac)	-112	13,765 Sf (.3160Ac)	+32,157
County Assesed Value	$114,996	$52,650	+62,346	$51,180	+63,816	$55,112	+59,884
Cleared/Uncleared	Wooded	Wooded		Wooded		Mostly Cleared	-8,000
Utility	Available	Available		Available		Available	
Zoning	Com	HC/LI	0	HC/LI	0	R-1AAA(Com)	0
Sales or Financing Concessions	Not Listed Not Listed	Unknown Unknown		Unknown Unknown		Unknown Unknown	
Net Adj. (Total)		☒ + ☐ –	$ 73,290	☒ + ☐ –	$ 68,904	☒ + ☐ –	$ 86,041
Indicated Value of Subject			$ 191,290		$ 188,904		$ 161,041

Comments on Market Data See attached addenda.

RECONCILIATION

Comments and Conditions of Appraisal Due to a paucity of meaningful sales in proximity to the subject it was necessary to expand the search in terms of distance. The subject is a commercial property in a business district on a small parcel of land. It was imperative to pick similar parcels in other business districts within the county.

esign.alamode.com/verify Serial:20CAA651 esign.alamode.com/verify Serial:917B4B27

Final Reconciliation Only the market approach was utilized inasmuch as this approach to value satisfies the requirements set forth in USPAP Standards Rule 1-4 with regard to producing credible assignment results; approximately equal weight was accorded each adjusted sale in the final conclusion of value.

Hannah E. Ard

John W. Priller

I (WE) ESTIMATE THE MARKET VALUE, AS DEFINED, OF THE SUBJECT PROPERTY AS OF 11/06/2023 **TO BE $** 177,700

Appraiser Hannah E. Ard

Date of Signature and Report 11/16/2023

Title

State Certification # | ST

Or State License # RI25454 | ST FL

Expiration Date of State Certification or License 11/30/2024

Date of Inspection (if applicable) 11/06/2023

Supervisory Appraiser (if applicable) John W. Priller

Date of Signature 11/16/2023

Title Certified General Appraiser

State Certification # RZ99 | ST

Or State License # | ST FL

Expiration Date of State Certification or License

☒ Did ☐ Did Not Inspect Property Date

Serial# 20CAA651 Serial# 917B4B27
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ADDITIONAL COMPARABLE SALES

File No. L231107

MARKET DATA ANALYSIS

ITEM	SUBJECT PROPERTY	COMPARABLE NO. 4		COMPARABLE NO. 5		COMPARABLE NO. 6	
Address	2400 Block Langley Ave Pensacola, FL 32504	3308 Barrancas Ave Pensacola, FL 32507					
Proximity to Subject		7.17 miles SW					
Sales Price	$		$ 137,000		$		$
Price $/Sq. Ft.	$		$ 6.39		$		$
Data Source(s)	Public Records	Public Records					
ITEM	DESCRIPTION	DESCRIPTION	+(–)$ Adjust.	DESCRIPTION	+(–)$ Adjust.	DESCRIPTION	+(–)$ Adjust.
Date of Sale/Time Adj.		07/2023	+1,830				
Location	N; Business District	N; Business District					
Site/View	18,935 Sf (.4347Ac)	21,440 Sf (.4922Ac)	-15,581				
County Assesed Value	$114,996	$60,830	+54,166				
Cleared/Uncleared	Wooded	Mostly Cleared	-8,000				
Utility	Available	Available					
Zoning	Com	Com					
Sales or Financing Concessions	Not Listed Not Listed	Unknown Unknown					
Net Adj. (Total)		☒ + ☐ –	$ 32,415	☐ + ☐ –	$	☐ + ☐ –	$
Indicated Value of Subject			$ 169,415		$		$

Comments on Market Data Due to a paucity of meaningful sales in proximity to the subject it was necessary to expand the search area in order to locate meaningful sales. All of the above sales are within the same marketed area (business districts) as the subject. Adjustments for lot value are based on a comparison of the estimated value of the sold lot to the estimated value of the subject lot and not on the lot size. The average price per square foot is $6.22. A time adjustment for an increase in the market was made. An adjustment for cleared and uncleared lots based on the amount of vegetation each property contained. Only Commercial and/or commercially buildable properties were chosen to ba a comparable. Zoning is listed on the grid and in the pictures therefore no adjustment was made for this line item. All properties are in a high traffic areas. In addition to noise, Comparable 1 is near the airport, comparable 2 has 2 different train tracks on either side of it, Comparable 3 is near the over pass of the interstate, and comparable 4 is near rail road tracks. While the subject boarders the airport, no adjustment was made under (business district) for noise deterrent, traffic flow, and/or diminishing locations aspects.

This is a very unique isolated parcel of land that is zoned commercial at a land assessment of $57,713 for each .2180 and .2167 of an acre. The search of these parcels of land have taken a tremendous amount of time and effort to find the absolute best comparables. Unfortunately with this search it was evident that comparables close by the subject property are obsolete. A search was done and considered for every single commercially zoned piece of land in Escambia County that sold within the last year and a half, which took a great length of time to analyze. Items that were considered was if the comparable parcel was on a main road, in a business district, the price assessment from the county, the age of the sale, the parcel dimensions and actual size. For this extensive search and educated reason when looking through several hundreds of possible comparables, it was concluded that the 4 used add all encompassing features that matched the subject best.

Serial# 20CAA651 Serial# 917B4B27
esign.alamode.com/verify

Form LAND.(AC) - "TOTAL" appraisal software by a la mode, inc. - 1-800-ALAMODE

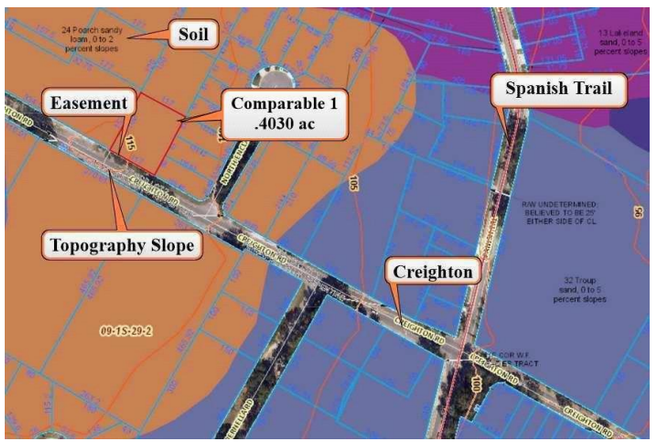
Photograph Addendum

L231107

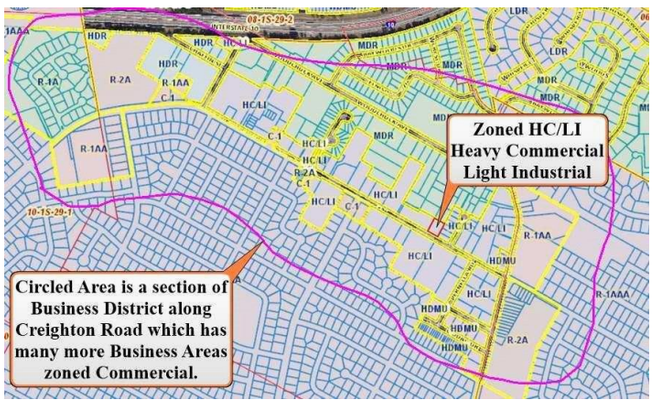
Borrower	City of Pensacola						
Property Address	2400 Block Langley Ave						
City	Pensacola	County	Escambia	State	FL	Zip Code	32504
Lender/Client	City of Pensacola						

Subject

Subject



Comparable 1
4000 Blk Creighton Road
Parcel 09-1S-29-3001-012-002



Comparable 1
4000 Blk Creighton Road
Parcel 09-1S-29-3001-012-002

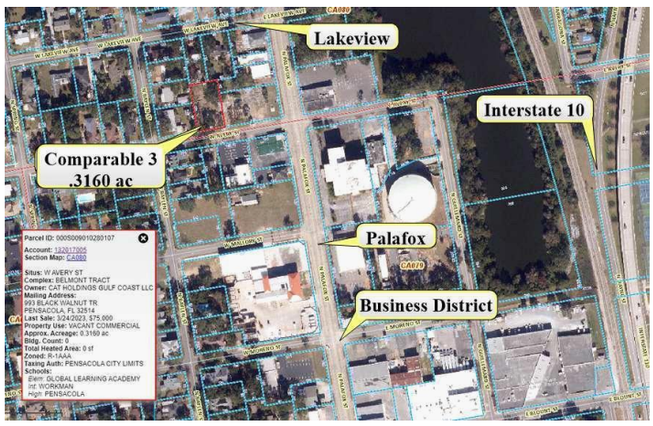
Comparable 2
2900 S Hwy 29 Blk
Parcel 21-1N-30-1202-010-001

Comparable 2
2900 S Hwy 29 Blk
Parcel 21-1N-30-1

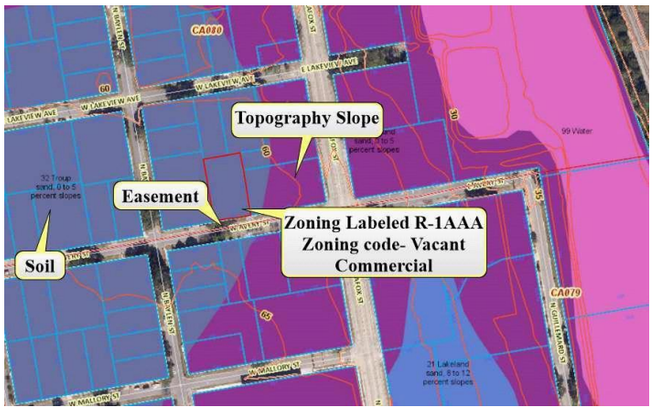
Photograph Addendum

L231107

Borrower	City of Pensacola						
Property Address	2400 Block Langley Ave						
City	Pensacola	County	Escambia	State	FL	Zip Code	32504
Lender/Client	City of Pensacola						



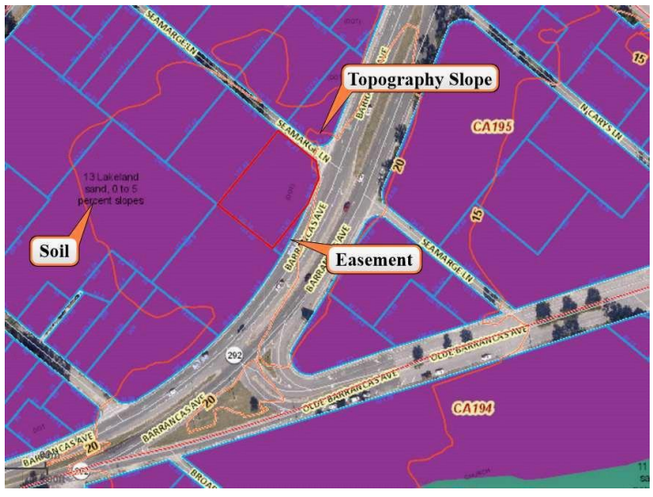
Comparable 3
W Avery Street
Parcel 00-0S-00-9010-280-107



Comparable 3
W Avery Street
Parcel 00-0S-00-9010-280-107

Comparable 4
3308 Barrancas Ave
Parcel 59-2S-30-2700-001-035

Comparable 4
3308 Barrancas Ave
Parcel 59-2S-30-2700-001-035



Comparable 4
3308 Barrancas Ave
Parcel 59-2S-30-2700-001-035

Supplemental Addendum

File No. L231107

Borrower	City of Pensacola						
Property Address	2400 Block Langley Ave						
City	Pensacola	County	Escambia	State	FL	Zip Code	32504
Lender/Client	City of Pensacola						

L231107

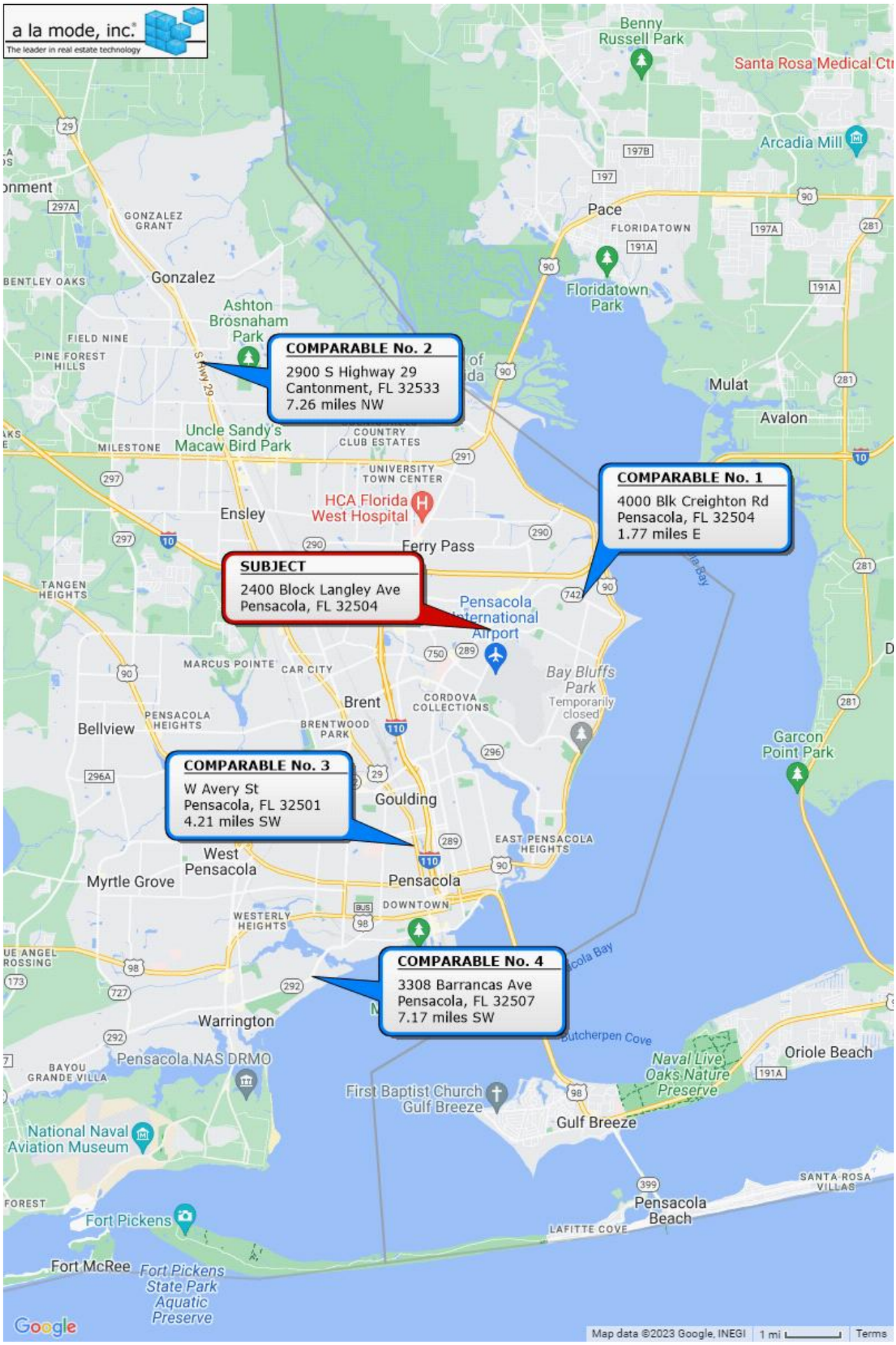
• **Land: Legal Description**

LT 8 BLK 1 COLLEGE HEIGHTS PB 5 P 9 OR 1055 P 991 OR 5804 P 1486 Parcel 141S292100080001

LT 9 BLK 1 COLLEGE HEIGHTS PB 5 P 9 OR 1055 P 991 OR 5804 P 1486 Parcel 141S292100090001

Location Map

Borrower	City of Pensacola						
Property Address	2400 Block Langley Ave						
City	Pensacola	County	Escambia	State	FL	Zip Code	32504
Lender/Client	City of Pensacola						



.21 Acres
.21 Acres
Pensacola International Airport
126.6'
75'
75'
Langley Avenue
Pensacola International Airport

File #: 24-61 Agenda Conference 5/6/2024

LEGISLATIVE ACTION ITEM

SPONSOR: Mayor D.C. Reeves

SUBJECT:

AWARD OF BID NO. 24-021 - ROADWAY IMPROVEMENTS TO ZARAGOZA STREET EAST OF TARRAGONA STREET

RECOMMENDATION:

That City Council award a contract for Bid No. 24-021 for Roadway Improvements to Zaragoza Street east of Tarragona Street, to Chavers Construction, Inc. of Pensacola, FL, the lowest and most responsible bidder with a base bid of $145,576.00, plus a 5% contingency of $7,278.80 for a total of $152,854.80. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this contract and complete the work, consistent with the bid, contracting documents, and the Mayor's Executive Powers as granted in the City Charter.

HEARING REQUIRED: No Hearing Required

SUMMARY:

This project is for modifications to Zaragoza Street adjacent to the UWF-Historic Pensacola Village property and will include construction of a speed table to also serve as a pedestrian crossing. The intent is to help improve connectivity and implement speed management measures on East Zaragoza Street between South Tarragona Street and South Adams Street so pedestrians can travel safely between UWF-Historic Pensacola properties on either side of the street. The project will also include construction of "bulb-out" landscaped curb extensions along the south side of Zaragoza Street to create protected parallel-parking zones. Sidewalks at the intersection of Tarragona and Zaragoza Streets will be modified to meet ADA requirements. Newly created green spaces will be landscaped. Finally, removable bollards will be installed in order to shut down traffic on this portion of Zaragoza, during City-approved special events. Two (2) responsive bids were received to Invitation to Bid #24-021. Chavers Construction, Inc. provided the lowest and best responsive bid.

PRIOR ACTION:

None

FUNDING:

Budget	$100,000.00	Funds Supplied Through Reimbursement Agreement with UWF
	$ 62,261.81	Grant Holding Account
	$162,261.81	TOTAL
Actual	$145,576.00	Base Bid
	$ 7,278.80	5% Contingency
	$ 8,407.01	Engineering Allocation
	$ 1,000.00	Testing/Geotech/Miscellaneous
	$162,261.81	TOTAL

FINANCIAL IMPACT:

Funding, in the amount of $100,000.00, has been allocated through a Reimbursement Agreement with the University of West Florida (UWF). Council will be asked to approve an additional Reimbursement Agreement with UWF in an amount estimated not to exceed $65,000 at the second meeting in May. In the event no additional agreement is approved, then the additional $62,261.81 will be paid by the City of Pensacola.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

4/26/2024

STAFF CONTACT:

Kerrith Fiddler, City Administrator
David Forte, Deputy City Administrator
Amy Tootle, PE - Director of Public Works & Engineering

ATTACHMENTS:

1. Quantity Sheets
2. Notice of Intent to Award

PRESENTATION: No

BID NO. 24-021

ZARAGOZA ST, EAST OF TARRAGONA ST, ROADWAY IMPROVEMENTS PROJECT

QUANTITY SHEET

Chavers

No	Category	Qty	Units	Unit Price	Total
1	Mobilization and Demobilization	1	LS	8,300.00	8,300.00
2	Erosion Control* (incl. silt fence, outlet protection, haybales, sand bags, turbidity barrier, by-pass piping, by-pass pumping, etc.)	1	LS	5,000.00	5,000.00
3	Demolition/Layout (To include all demolition and clearing/grubbing)	1	LS	15,500.00	15,500.00
4	Maintenance of Traffic (FDOT Standards)	1	LS	25,000.00	25,000.00
5	Type A Curb and Gutter	114	LF	50.00	5,700.00
6	12" Wide Concrete Ribbon Curb	95	LF	50.00	4,750.00
7	Concrete Flume with Rip Rap	3	EA	3,500.00	10,500.00
8	ADA-compliant curb ramp with mat included (per FDOT index 304)	2	EA	4,000.00	8,000.00
9	6" Thick Conc. Bulbout - Sidewalk Extension	22	SY	108.00	2,376.00
10	Install Removable Bollards w/ Concrete Ribbon - Per Detail	7	EA	2,500.00	17,500.00
11	Brick Pavers - Not Including Those Installed as Part of Line Item #12 (Per	16	SY	200.00	3,200.00
12	Install Entirety of Raised Crosswalk with RC Channel Gutter (All Depicted)	1	LS	29,000.00	29,000.00
13	Install New Striping and Signage	1	LS	4,500.00	4,500.00
14	Sod - Match Existing Species	75	SY	15.00	1,125.00
15	3" Thick Top Soil	75	SY	15.00	1,125.00
16	Install Trees (Winged Elms)	8	EA	500.00	4,000.00
				BASE BID TOTAL	145,576.00

BID NO. 24-021

ZARAGOZA ST, EAST OF TARRAGONA ST, ROADWAY IMPROVEMENTS PROJECT

QUANTITY SHEET

Site & Utility

No	Category	Qty	Units	Unit Price	Total
1	Mobilization and Demobilization	1	LS	25,000.00	25,000.00
2	Erosion Control* (incl. silt fence, outlet protection, haybales, sand bags, turbidity barrier, by-pass piping, by-pass pumping, etc.)	1	LS	1,500.00	1,500.00
3	Demolition/Layout (To include all demolition and clearing/grubbing)	1	LS	15,000.00	15,000.00
4	Maintenance of Traffic (FDOT Standards)	1	LS	5,500.00	5,500.00
5	Type A Curb and Gutter	114	LF	48.00	5,472.00
6	12" Wide Concrete Ribbon Curb	95	LF	40.00	3,800.00
7	Concrete Flume with Rip Rap	3	EA	2,750.00	8,250.00
8	ADA-compliant curb ramp with mat included (per FDOT index 304)	2	EA	2,500.00	5,000.00
9	6" Thick Conc. Bulbout - Sidewalk Extension	22	SY	150.00	3,300.00
10	Install Removable Bollards w/ Concrete Ribbon - Per Detail	7	EA	5,000.00	35,000.00
11	Brick Pavers - Not Including Those Installed as Part of Line Item #12 (Per	16	SY	500.00	8,000.00
12	Install Entirety of Raised Crosswalk with RC Channel Gutter (All Depicted)	1	LS	16,500.00	16,500.00
13	Install New Striping and Signage	1	LS	15,000.00	15,000.00
14	Sod - Match Existing Species	75	SY	15.00	1,125.00
15	3" Thick Top Soil	75	SY	5.00	375.00
16	Install Trees (Winged Elms)	8	EA	1,000.00	8,000.00
				BASE BID TOTAL	156,822.00

PENSACOLA
FLORIDA'S FIRST & FUTURE

FINANCIAL SERVICES
PURCHASING

TO: Respondents to Bid No. 24-021, Zaragoza Street, East of Tarragona Street, Roadway Improvements

FROM: Dedria Lunderman, Purchasing Manager

DATE: April 2, 2024

SUBJ: Notice of Intent to Award

The City of Pensacola intends to award the contract to Chavers Construction, Inc., as indicated on the attached tabulation. Thank you for your interest in the City's project. This notice serves as the City's notice of intent to award.

Protest of the intent to award must be in writing and received in the Purchasing Office within five business days, no later than 10:00 A.M. on April 9, 2024. Protest must be delivered to:

Dedria Lunderman
Purchasing Manager
City Hall, 6th floor
222 West Main Street
Pensacola, FL 32502
purchasing@cityofpensacola.com

A detailed explanation of the protest must specify each and every one of the grounds asserted for the protest. It must be signed by an individual authorized to represent the bidder, and must cite the law, rule, local ordinance, procedure or ITB provision on which the protest is based. In addition, the protestor must specify facts and evidence sufficient for the City to determine the validity of the protest.

We hope that you will be able to participate in future opportunities with the City.

cc: Amy Tootle, Director of Public Works & Facilities, City of Pensacola
Brad Hinote - City Engineer, City of Pensacola

TABULATION OF BIDS

BID NO: 24-021

TITLE: ZARAGOZA STREET, EAST OF TARRAGONA STREET, ROADWAY IMPROVEMENTS

Submittals Due: 04/01/24, 2:30 P.M.	CHAVERS CONSTRUCTION, INC. Pensacola, FL	SITE & UTILITY, LLC Pensacola, FL
Engineering		
Base Bid	$145,576.00	$156,822.00

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File #: 24-382 Agenda Conference 5/6/2024

LEGISLATIVE ACTION ITEM

SPONSOR: Council Member Allison Patton

SUBJECT:

DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL MEMBER ALLISON PATTON - DISTRICT 6

RECOMMENDATION:

That City Council approve funding of $1,000 to the Ministry Village at Olive, $1,000 to the Rally! Foundation for Childhood Cancer Research and $1,000 to Family Promise of Escambia County from the City Council Discretionary Funds for District 6.

HEARING REQUIRED: No Hearing Required

SUMMARY:

In accordance with the Section 3.28-3.33 of the Policies of the City Council, prior to any distribution of grant or sponsorship funds from the City Council Discretionary Funds, approval by City Council is required.

Founded in 2008, the Ministry Village at Olive strives to provide a lifetime impact on the community of North West Florida. They aim to meet the needs of the hurting and suffering people in our area by providing support and access to various resources. They offer five different ministries; Tender Hearts Caring Hands, Charis House, Most Excellent Way, Bargain Center and the Early Learning Center. These five ministries range in assistance with food, utilities, drug and alcohol addiction, early education for young children. Funding will be used towards these ministries.

Rally! Foundation for Childhood Cancer Research in Pensacola was formed in 2015 and is located in the Bear Family Foundation Pediatric Oncology Center for Hope inside Studer Family Children's Hospital at Ascension Sacred Heart to serve families all across the Florida panhandle and into southern Alabama. Through donors, community partners, special events and schools, Rally Pensacola works to raise awareness, support families with kids fighting cancer and raise funds for childhood cancer research. Collectively, this allows for additional resources to stay local, providing families in the Pensacola Community the ability to receive assisted funding through the Rally Pensacola Family Emergency Fund. Funding will be for general support of their mission.

The mission at Family Promise of Escambia County is to help families in Northwest Florida achieve housing stability through community-based response, one family at a time. By working together with individuals, organizations, and businesses in our community, they provide shelter and necessities to help homeless families get back on their feet as well as supply resources to assist them in achieving sustainable independence. They connect struggling families with local and government programs that can provide assistance i their specific situations and well as provide guidance and support with the goal of combating homelessness. For families actively experiencing homelessness in our community, they provide overnight shelter, hot meals, showers, laundry facilities, computers and internet access, as well as continued support and guidance. In some cases, Family Promise can prevent a family from needing emergency shelter by providing services that help them find another housing solution. Some alternatives to shelter include temporary hotel/motel stays, payment for rent in arrears, security deposits, and landlord mediation. Funds will be used to further their mission in assisting these families.

PRIOR ACTION:

July 21, 2022 - City Council adopted Resolution No. 2022-065 establishing the City Council Discretionary Fund Policy.

FUNDING:

Budget:	$17,900	FY 2024 District 6 Discretionary Funds Balance
Actual:	$ 1,000	Ministry Village at Olive
	1,000	Rally! Foundation for Childhood Cancer Research
	1,000	Family Promise of Escambia County
	$ 3,000	

FINANCIAL IMPACT:

A balance of $17,900 is currently within the District 6 Discretionary Fund Account for FY 2024. Upon approval by City Council, a balance of $14,900 will remain in the District 6 Discretionary Fund Account.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

Don Kraher, Council Executive
Yvette McLellan, Special Assistant to the Council Executive

ATTACHMENTS:

None

PRESENTATION: No

File #: 24-387 Agenda Conference 5/6/2024

LEGISLATIVE ACTION ITEM

SPONSOR: Council Member Charles Bare

SUBJECT:

DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL MEMBER CHARLES BARE - DISTRICT 2

RECOMMENDATION:

That City Council approve funding of $2,200 to Family Promise of Escambia County from the City Council Discretionary Funds for District 2.

HEARING REQUIRED: No Hearing Required

SUMMARY:

In accordance with Section 3.28-3.33 of the Policies of the City Council, prior to any distribution of grant or sponsorship funds from the City Council Discretionary Funds, approval by City Council is required.

The mission at Family Promise of Escambia County is to help families in Northwest Florida achieve housing stability through community-based response, one family at a time. By working together with individuals, organizations, and businesses in our community, they provide shelter and necessities to help homeless families get back on their feet as well as supply resources to assist them in achieving sustainable independence. They connect struggling families with local and government programs that can provide assistance i their specific situations and well as provide guidance and support with the goal of combating homelessness. For families actively experiencing homelessness in our community, they provide overnight shelter, hot meals, showers, laundry facilities, computers and internet access, as well as continued support and guidance. In some cases, Family Promise can prevent a family from needing emergency shelter by providing services that help them find another housing solution. Some alternatives to shelter include temporary hotel/motel stays, payment for rent in arrears, security deposits, and landlord mediation. Funds will be used to further their mission in assisting these families.

PRIOR ACTION:

July 21, 2022 - City Council adopted Resolution No. 2022-065 establishing the City Council

Discretionary Fund Policy

FUNDING:

Budget:	$ 14,377	FY 2024 District 2 Discretionary Funds
Actual:	$ 2,200	Family Promise of Escambia County

FINANCIAL IMPACT:

A balance of $14,377 is currently within the District 2 Discretionary Fund Account FY 2024. Upon approval by City Council, a balance of $12,177 will remain in the District 2 Discretionary Fund Account.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

Don Kraher, Council Executive
Yvette McLellan, Special Assistant to the Council Executive

ATTACHMENTS:

None

PRESENTATION: No

File #: 24-391 Agenda Conference 5/6/2024

LEGISLATIVE ACTION ITEM

SPONSOR: Council President Casey Jones

SUBJECT:

DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL PRESIDENT CASEY JONES - DISTRICT 3

RECOMMENDATION:

That City Council approve funding of $1,500 to The Birthday Party Pensacola from the City Council Discretionary Funds for District 3.

HEARING REQUIRED: No Hearing Required

SUMMARY:

In accordance with the Section 3.28-3.33 of the Policies of the City Council, prior to any distribution of grant or sponsorship funds from the City Council Discretionary Funds, approval by City Council is required.

Founded in August 2016, The Birthday Party Pensacola started as a story of friends who came upon a simple but powerful idea that would allow them to impact others' lives in a meaningful way. The idea was to provide birthday parties for children who were in situations where their special day may not be celebrated. Many children miss out on celebrations because of things far beyond their control - homelessness, domestic violence, poverty and abuse. They feel that every child, especially those living without many of the necessities we take for granted - sleeping in the same bed every night, breakfast on the table, safety in the home - deserves to know that their birthday is special. Through the customized celebration of children's birthdays, The Birthday Party team fosters and creates moments of pure positivity for children and families; moments and memories that will be woven into the patchwork of their lives. Funding will be used towards the costs associated with these birthday parties.

PRIOR ACTION:

July 21, 2022 - City Council adopted Resolution No. 2022-065 establishing the City Council Discretionary Fund Policy.

FUNDING:

Budget:	$ 13,617	FY 2024 District 3 Discretionary Funds
Actual:	$ 1,500	The Birthday Party Pensacola

FINANCIAL IMPACT:

A balance of $13,617 is currently within the District 3 Discretionary Fund Account. Upon approval by City Council, a balance of $12,117 will remain in the District 3 Discretionary Fund Account.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

Don Kraher, Council Executive
Yvette McLellan, Special Assistant to the Council Executive

ATTACHMENTS:

None

PRESENTATION: No

File #: 24-365 Agenda Conference 5/6/2024

LEGISLATIVE ACTION ITEM

SPONSOR: Mayor D.C. Reeves

SUBJECT:

ACCEPTANCE OF AWARD OF FLORIDA COMMERCE COMMUNITY DEVELOPMENT BLOCK GRANT - DISASTER RECOVERY REBUILD FLORIDA HOUSING REPAIR AND REPLACEMENT PROGRAM AGREEMENT NO. HS010

RECOMMENDATION:

That City Council accept the Community Development Block Grant Disaster Recovery Grant No. HS010 from the Florida Department of Commerce for the Rebuild Florida Housing Repair and Replacement Program in the amount of $5,861,500 with a $250,000 local match for a total grant value of $6,111,500. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer the grant, consistent with the terms of the grant and the Mayor's Executive Powers as granted in the City Charter. Finally, that City Council adopt a supplemental budget resolution appropriating the funds.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The City of Pensacola has been awarded $5,861,500 from the State of Florida Department of Commerce under the Community Development Block Grant Disaster Recovery (CDBG-DR) Rebuild Florida Housing Repair and Replacement Program (HRRP). The HRRP will help address the unmet housing repair needs of income-eligible city homeowner occupants due to Hurricane Sally. Eligible project activities include single family housing rehabilitation/repair, manufactured housing repair/replacement, housing construction, hazard mitigation, demolition/clearance, temporary relocation, and other activities related to housing recovery, such as title clearance services. Under the program, it is estimated that 50 low/moderate income households (at or below 80% AMI) will be assisted. The actual number of households assisted will depend on applications received and the scope of work required for each project. $250,000 in ARPA funding will be provided as leverage for this program.

PRIOR ACTION:

Not applicable.

FUNDING:

Budget:

$5,861,500	CDBG-DR grant
$250,000	ARPA funds
$6,111,500	PROJECT TOTAL

FINANCIAL IMPACT:

No City general funds required. The Housing Department will finance this program through CDBG-DR funds, with program match coming from ARPA. Funding from the Florida Department of Commerce is on a reimbursement basis.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

1/26/2024

STAFF CONTACT:

David Forte, Deputy City Administrator
Meredith Reeves, Housing Department Administrator

ATTACHMENTS:

1. CDBG-DR Housing Repair and Replacement Program Agreement HS010

PRESENTATION: No

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State of Florida
Department of Commerce

Federally Funded
Community Development Block Grant
Disaster Recovery (CDBG-DR) Rebuild Florida
Housing Repair and Replacement Program
Subrecipient Agreement

THIS SUBRECIPIENT AGREEMENT is entered into by the State of Florida, Department of Commerce, ("Commerce" or "Grantee") and the **City of Pensacola**, **Florida.** a political subdivision of the State of Florida ("Subrecipient"), each individually a "Party" and collectively "the Parties."

THIS SUBRECIPIENT AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

WHEREAS, pursuant to the authority of the Disaster Relief Supplemental Appropriations Act, 2022 (Pub. L. 117–43) approved September 30, 2021 ("Appropriations Act"), the requirements of the Appropriations Act and implementing regulations at 24 CFR 570, and the requirements of the Federal Register (FN) notice, 87 FR 6364 (Docket No. FR–6303–N–01) (February 3, 2022), and 87 FR 31636 (Docket No. FR-6326-N-01) (May 24, 2022) ("Federal Register Guidance"), as now in effect and as may be amended from time to time, and as modified by waivers, alternative requirements, and other requirements described in the Federal Register notices published as of this date or in the future, the U.S. Department of Housing and Urban Development (hereinafter referred to as "HUD") has awarded Community Development Block Grant - Disaster Recovery (CDBG-DR) funds to Commerce for activities authorized under Title I of the Housing and Community Development Act of 1974 (42 U.S.C. §§ 5301, *et seq.*) and described in the 2022 State of Florida Action Plan for Disaster Recovery, as now in effect and as may be amended from time to time ("Action Plan"); and

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

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

WHEREAS, the aggregate use of CDBG-DR funds shall principally benefit low- and moderate-income persons in a manner that ensures at least 70 percent of the grant amount awarded under this Subrecipient Agreement is expended for activities that benefit such persons.

NOW THEREFORE, Commerce and Subrecipient agree to the following:

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

(2) Incorporation of Laws, Rules, Regulations and Policies. Subrecipient agrees to abide by all applicable State and Federal laws, rules, and regulations, as now in effect and as may be amended from time to time, including, but not limited to, the Federal laws and regulations set forth in 24 CFR 570, applicable Federal Register Notices, and the State's Action Plan, and all applicable CDBG-DR regulations and guidelines.

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

(3) Period of Agreement. This Subrecipient Agreement begins upon the date last executed by the Parties (the "Effective Date") and ends thirty-six (36) months after the Effective Date, unless otherwise terminated as provided in this Subrecipient Agreement. Commerce shall not grant any extension of this Subrecipient Agreement unless Subrecipient provides justification satisfactory to Commerce in its sole discretion, and Commerce's Director of the Division of Community Development approves such extension.

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

(5) Records.

(a) Subrecipient's performance under this Subrecipient Agreement shall be subject to 2 CFR 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, and representatives of the Federal government and their duly authorized representatives shall have access to any of Subrecipient's books, documents, papers and records, including electronic storage media, as they may relate to this Subrecipient Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.

(c) 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 Subrecipient Agreement.

(d) Subrecipient will provide to Commerce all necessary and appropriate financial and compliance audits in accordance with Paragraph (6), Audit Requirements, and **Attachments I and J** herein and ensure that all related party transactions are disclosed to the auditor.

(e) Subrecipient shall retain sufficient records to show its compliance with the terms of this Subrecipient Agreement and the compliance of all subrecipients, contractors, subcontractors and consultants paid from funds under this Subrecipient Agreement for a period of six (6) years from the date Commerce issues the final closeout for this award.. Subrecipient shall also comply with the provisions of 24 CFR 570.493 and 24 CFR 570.502(a)(7)(ii). Subrecipient shall further ensure that audit working papers are available upon

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request for a period of six (6) years from the date Commerce issues the final closeout of this Subrecipient Agreement, unless extended in writing by Commerce. The six-year period may be extended for the following reasons:

1. Litigation, claim, or audit initiated before the six-year period expires or extends beyond the six-year period, in which case the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
2. Records for the disposition of non-expendable personal property valued at $1,000 or more at the time of acquisition shall be retained for six (6) years after final disposition.
3. Records relating to real property acquired shall be retained for six (6) years after the closing on the transfer of title.

(f) Subrecipient shall maintain all records and supporting documentation for Subrecipient and for all contractors, subcontractors, and consultants paid from funds provided under this Subrecipient 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) Subrecipient shall either: (i) maintain all funds provided under this Subrecipient Agreement in a separate bank account; or (ii) ensure that Subrecipient's accounting system shall have sufficient internal controls to separately track the expenditure of all funds from this Subrecipient Agreement. Provided further, that the only option available for advanced funds is to maintain such advanced funds in a separate bank account. There shall be no commingling of funds provided under this Subrecipient Agreement with any other funds, projects or programs. Commerce may, in its sole discretion, disallow costs made with commingled funds and require reimbursement for such costs as described herein, Subparagraph (21)(e), Repayments.

(h) Subrecipient, including all of its employees or agents, contractors, subcontractors, and consultants to be paid from funds provided under this Subrecipient 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 or their duly authorized representatives. "Reasonable" shall ordinarily mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

(6) Audit Requirements.

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

(b) Within sixty (60) calendar days of the close of Subrecipient's fiscal year, on an annual basis, Subrecipient shall electronically submit a completed Audit Compliance Certification to audit@Commerce.fl.gov, and Commerce's grant manager; a blank version of which is attached hereto as Attachment J. 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 Subrecipient.

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

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

(7) Reports.

Subrecipient shall provide Commerce with all reports and information set forth in **Attachment G**, Reports. The monthly, quarterly and administrative closeout reports must include the current status and progress of

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Subrecipient and all subcontractors in completing the work described in the Scope of Work, **Attachment A**, and the expenditure of funds under this Subrecipient Agreement. Monthly and quarterly reports are due no later than close of business on the 5th of each month. Also, within 5 calendar days of a request by Commerce, Subrecipient shall provide additional program updates or information. Without limiting any other remedy available to 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 completed to Commerce's satisfaction. Commerce may also take other action as stated in Paragraph (12) Remedies or otherwise allowable by law.

(8) Inspections and Monitoring.

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

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

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

(d) Corrective Actions: Commerce may issue management decisions and may consider taking enforcement actions if noncompliance is detected during audits Commerce may require Subrecipient to take timely and appropriate action on all deficiencies pertaining to the Federal award provided to Subrecipient from the pass-through entity as detected through audits, on-site reviews and other means. In response to audit deficiencies or other findings of noncompliance with this Subrecipient Agreement, Commerce may in its sole discretion and without advance notice, impose additional conditions on the use of the CDBG-DR funds to ensure future compliance or provide training and technical assistance as needed to correct noncompliance. Commerce may also take other action as stated in Paragraph (12) Remedies or otherwise allowable by law.

(9) Duplication of Benefits.

Subrecipient shall not carry out any of the activities under this Subrecipient Agreement in a manner that results in a prohibited duplication of benefits as defined by section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1974 (42 U.S.C. §§ 5155, *et seq.*) and described in Appropriations Acts. Subrecipient must comply with HUD's requirements for duplication of benefits, as described in the Federal Register and HUD guidance (including HUD training materials). Subrecipient shall carry out the activities under this Subrecipient Agreement in compliance with Commerce's procedures to prevent a duplication of benefits. Subrecipient shall sign a Subrogation Agreement (*See* **Attachment M**).

(10) Liability.

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

(b) Subrecipient assumes sole responsibility for the training and oversight of the parties it deals with or employs to carry out the terms of this Subrecipient Agreement to the extent set forth in section 768.28(19), Florida Statutes. Subrecipient shall defend, indemnify, and hold Commerce harmless against all claims of whatever nature arising from the work and services performed by third parties under this Subrecipient

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Agreement. For purposes of this Subrecipient Agreement, Subrecipient agrees that it is not an employee or agent of Commerce, but is an independent contractor.

(c) Subrecipient agrees to be fully responsible for its negligent or tortious acts or omissions, which result in claims or suits against Commerce. Subrecipient shall defend, indemnify, and hold Commerce harmless against any damages proximately caused by the acts or omissions to the tort monetary limits as set forth in section 768.28, Florida Statutes. Nothing herein shall be construed as consent by Commerce or the State of Florida to be sued by third parties in any matter arising out of any agreement, contract, or subcontract.

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

(11) Events of Default.

If any of the following events occur ("Events of Default"), Commerce may, in its sole and absolute discretion, elect to terminate any obligation to make any further payment of funds, exercise any of the remedies set forth in Paragraph (12) Remedies or pursue any remedy at law or in equity, without limitation:

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

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

(c) 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) Subrecipient fails to perform or timely complete any of its obligations under this Subrecipient Agreement, including participating in Commerce's Implementation Workshop.

The Parties agree that in the event Commerce elects to make payments or partial payments after any Events of Default, it does so without waiving the right to exercise any remedies allowable herein or at law and without becoming liable to make any further payment.

Neither Party shall be liable to the other for any delay or failure to perform under this Subrecipient Agreement if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, in the event of delay from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the Party's performance obligation under this Subrecipient Agreement. If the delay is excusable under this paragraph, the delay will not result in any additional charge or cost under the Agreement to either Party. In the case of any delay Subrecipient believes is excusable under this paragraph, Subrecipient shall notify Commerce in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) calendar days after the cause that creates or will create the delay first arose, if Subrecipient could reasonably foresee that a delay could occur as a result; or (2) within five (5) calendar days after the date Subrecipient first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. **THE FOREGOING SHALL CONSTITUTE SUBRECIPIENT'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY**. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. Commerce, in its sole discretion, will determine if the delay is excusable under this paragraph and will notify Subrecipient of its decision in writing. No claim for damages, other than an extension of time, shall be asserted against Commerce. Subrecipient shall not be entitled to an increase in the Agreement price or payment of any kind

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from Commerce for direct, indirect, consequential, impact or other costs, expenses or damages, including, but not limited to, costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist, Subrecipient shall perform at no increased cost, unless Commerce determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Commerce or the State, in which case, Commerce may do any or all of the following: (1) accept allocated performance or deliveries from Subrecipient, provided that Subrecipient grants preferential treatment to Commerce with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by Subrecipient for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity or (3) terminate the Agreement in whole or in part.

(12) Remedies.

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

(a) Terminate this Subrecipient Agreement upon written notice by Commerce sent in conformity with Paragraph (16) Notice and Contact;

(b) Begin any appropriate legal or equitable action to enforce performance of this Subrecipient Agreement;

(c) Withhold or suspend payment of all or any part of a request for payment;

(d) Demand Subrecipient return to Commerce any funds used for ineligible activities or unallowable costs under this Subrecipient Agreement or any applicable law, rule or regulation governing the use of the funds;

(e) Exercise any corrective or remedial actions, including, but not limited to:

1. Requesting additional information from Subrecipient to determine the reasons for or the extent of non-compliance or lack of performance; and/or
2. Issuing a written warning to advise that more serious measures may be taken if the situation is not corrected; and/or
3. Advising Subrecipient to suspend, discontinue or refrain from incurring costs for any activities in question.; and/or

(f) Exercise any other rights or remedies which may be otherwise available under law.

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

(13) Dispute Resolution.

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

(14) Citizen Complaints. The goal of Commerce is to provide an opportunity to resolve citizen complaints in a timely manner, usually within fifteen (15) business days of the receipt of the complaint as expected by

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HUD, if practicable, and to provide the right to participate in the process and appeal a decision when there is reason for an applicant to believe its application was not handled according to program policies. All applications, guidelines and websites will include details on the right to file a complaint or appeal and the process for filing a complaint or beginning an appeal.

The Subrecipient will handle citizen complaints by:

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

Program Appeals

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

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

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

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

HUD Complaints

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

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

Fair Housing Complaints

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

(15) Termination.

(a) Commerce may immediately suspend or terminate this Subrecipient Agreement for cause by providing written notice, from the date notice is sent by Commerce. Cause includes, but is not limited to; an Event of Default as set forth in this Subrecipient Agreement: Subrecipient's improper or ineffective use of funds provided under this Subrecipient Agreement; fraud; lack of compliance with any applicable rules, regulations, statutes, executive orders, HUD guidelines, policies, directives or laws; failure, for any reason,

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to timely and/or properly perform any of Subrecipient's obligations under this Subrecipient 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, Florida Statutes, as amended. The aforementioned reasons for termination are listed in the immediately preceding sentence for illustration purposes but are not limiting Commerce's sole and absolute discretion with respect to Commerce's right to terminate this Subrecipient Agreement. In the event of suspension or termination, Subrecipient shall not be entitled to recover any cancellation charges or unreimbursed costs.

(b) Commerce may unilaterally terminate this Subrecipient Agreement, in whole or in part, for convenience by providing Subrecipient fourteen (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. Subrecipient shall continue to perform any work not terminated. In the event of termination for convenience, Subrecipient shall not be entitled to recover any cancellation charges or unreimbursed costs for the terminated portion of work.

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

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

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

(f) Any real property under Subrecipient's control that was acquired or improved in whole or in part with CDBG-DR funds (including CDBG-DR funds provided to 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 Subrecipient 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-DR funds for the acquisition or improvement of the property for five years after expiration or termination of this Subrecipient Agreement.

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

(16) Notice and Contact.

(a) All notices provided under or pursuant to this Subrecipient Agreement shall be in writing, either by hand delivery, first class or certified mail with return receipt requested, email with confirmation of receipt of

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email from Subrecipient, to the representative identified below at the address set forth below or said notification attached to the original of this Subrecipient Agreement.

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

Paul Brackett
107 East Madison Street
Tallahassee, Florida 32399
(850)921-3298
Paul.brackett@commerce.fl.gov

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

Meredith Reeves
City of Pensacola Housing Department
420 W. Chase Street/P.O. Box 12910
Pensacola, Florida 32502
(850) 858-0311
mreeves@cityofpensacola.com

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

(17) Contracts.

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

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

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

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Subrecipient must comply with CDBG regulations regarding debarred or suspended entities 24 CFR 570.489(1), pursuant to which CDBG funds must not be provided to excluded or disqualified persons and provisions addressing bid, payment, performance bonds, if applicable, and liquidated damages.

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

(18) Terms and Conditions.

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

(19) Attachments.

(a) If any inconsistencies or conflict between the language of this Subrecipient Agreement and the attachments arise, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

(b) This Subrecipient Agreement contains the following attachments:

Attachment A – Scope of Work
Attachment B – Project Budget (Example)
Attachment C – Activity Work Plan (Example)
Attachment D – Program and Special Conditions
Attachment E – State and Federal Statutes, Regulations and Policies
Attachment F – Civil Rights Compliance
Attachment G – Reports
Attachment H – Warranties and Representations
Attachment I – Audit Requirements
Exhibit 1 to Attachment I – Funding Sources
Attachment J – Audit Compliance Certification
Attachment K – SERA Access Authorization Form
Attachment L – 2 CFR Appendix II to Part 200
Attachment M – Subrogation Agreement

(20) Funding/Consideration.

(a) The funding for this Subrecipient Agreement shall not exceed Five Million, Eigth Hunderd Sixty-One Thousand, Five Hundred Dollars and Zero Cents ($5,861,500.00), subject to the availability of funds. The State of Florida and Commerce's performance and obligation to pay under this Subrecipient Agreement is contingent upon annual appropriations by the Legislature and subject to any modification in accordance with Chapter 216, Florida Statutes or the Florida Constitution.

(b) Commerce will provide funds to 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, Subrecipient agrees to comply with all terms, conditions, assurances, restrictions, or other instructions listed in the NFA.

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

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

(e) Subrecipient shall request all funds in the manner prescribed by Commerce. The authorized signatory for Subrecipient set forth on the SERA Access Authorization Form, **Attachment K**, to this Subrecipient Agreement, must approve the submission of each Request for Funds ("RFF") on behalf of 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 Subrecipient Agreement are ineligible for funding with CDBG-DR funds.

(g) If the necessary funds are not available to fund this Subrecipient 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 (22), Mandated Conditions of this Subrecipient Agreement, all obligations on the part of Commerce to make any further payment of funds will terminate and Subrecipient shall submit its administrative closeout report and subgrant agreement closeout package as directed by Commerce within thirty (30) calendar days from receipt of notice from Commerce.

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

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

(j) Funding for this Subrecipient Agreement is appropriated under Public Law 117-43, Division I, the "The Disaster Relief Supplemental Appropriations Act, 2022" for the purpose of assisting in long-term recovery from major disasters that occurred in 2022 in accordance with the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. §§ 5121, et seq., (the "Stafford Act").

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

(21) Repayments.

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

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

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

(d) 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 CFR 570.483(b), (c), and (d); provided, however, Subrecipient is not required to repay funds for subgrant administration unless Commerce, in its sole discretion, determines Subrecipient is at fault for the ineligibility of the activity in question.

(e) Subrecipient shall refund to Commerce any funds not spent in accordance with the conditions of this Subrecipient Agreement or applicable law. Such reimbursement shall be sent to Commerce, by

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Subrecipient, within thirty (30) calendar days from Subrecipient's receipt of notification of such non-compliance.

(f) In accordance with section 215.34(2), Florda Statutes, if a check or other draft is returned to Commerce for collection, Subrecipient 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 Subrecipient 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 420
Tallahassee, Florida 32399-6508

(22) Mandated Conditions.

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

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

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

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

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

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

(g) Pursuant to section 287.133(2)(a), Florida Statutes, a person or affiliate, as defined in section 287.133(1), Florida Statutes, who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of thirty-five thousand dollars ($35,000) for a period of thirty-six (36) months following the date of being placed on the convicted vendor list. By executing this Subrecipient Agreement, Subrecipient represents and warrants that neither it nor any of its affiliates is currently on the convicted vendor list. Subrecipient shall disclose if it or any of its affiliates is placed on the convicted vendor list.

(h) Pursuant to section 287.134(2)(a), Florida Statutes, an entity or affiliate, as defined in section 287.134(1), Florida Statutes, 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,

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or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. By executing this Subrecipient Agreement, Subrecipient represents and warrants that neither it nor any of its affiliates is currently on the discriminatory vendor list. Subrecipient shall disclose if it or any of its affiliates is placed on the discriminatory vendor list.

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

(j) In the event travel is pre-approved by Commerce, any bills for travel expenses shall be submitted and reimbursed in accordance with section 112.061, Florida Statutes, the rules promulgated thereunder and 2 CFR 200.474.

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

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

(m) Subrecipient shall comply with section 519 of P. L. 101-144, the Department of Veterans Affairs and Housing and Urban Development, and Independent Agencies Appropriations Act, 1990; and section 906 of P.L. 101-625, the Cranston-Gonzalez National Affordable Housing Act, 1990, by having, or adopting within ninety (90) days of execution of this Subrecipient 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 Subrecipient Agreement, Subrecipient shall transfer to Commerce any unobligated, residual CDBG-DR funds remaining at the time of expiration or termination and any accounts receivable attributable to the use of CDBG-DR funds.

(23) Lobbying Prohibition.

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

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of 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, Subrecipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

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

(24) Copyright, Patent and Trademark.

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

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

(b) If any discovery or invention is developed in the course of or as a result of work or services performed under this Subrecipient Agreement or in any way connected with it, 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 Subrecipient Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, Subrecipient shall notify Commerce. Any copyrights accruing under or in connection with the performance under this Subrecipient Agreement are transferIred by Subrecipient to the State of Florida.

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

(25) Legal Authorization.

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

(b) Prior to the execution of this Subrecipient Agreement Subrecipient warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, investigation, or any other legal or financial condition that would in any way prohibit, restrain, or diminish Subrecipient's ability to satisfy its obligations. Subrecipient shall immediately notify Commerce in writing if its ability to perform is compromised in any manner during the term of the Agreement.

(26) Public Record Responsibilities.

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

(b) Subrecipient shall keep and maintain public records required by Commerce to perform Subrecipient's responsibilities hereunder. Subrecipient shall, upon request from Commerce's custodian of public

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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, Florida Statutes, or as otherwise provided by law. Subrecipient shall allow public access to all documents, papers, letters, or other materials made or received by Subrecipient in conjunction with this Subrecipient Agreement, unless the records are exempt from Article I, section 24(a) of the Florida Constitution and section 119.07(1), Florida Statutes For records made or received by Subrecipient in conjunction with this Subrecipient Agreement, Subrecipient shall respond to requests to inspect or copy such records in accordance with Chapter 119, Florida Statutes. For all such requests for records that are public records, as public records are defined in section 119.011, Florida Statutes, Subrecipient shall be responsible for providing such public records per the cost structure provided in Chapter 119, Florida Statutes, and in accordance with all other requirements of Chapter 119, Florida Statutes, or as otherwise provided by law.

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

(d) If, for purposes of this Subrecipient Agreement, Subrecipient is a "contractor" as defined in section 119.0701(1)(a), Florida Statutes ("Subrecipient-contractor"), Subrecipient-contractor shall transfer to Commerce, at no cost to Commerce, all public records upon completion including termination, of this Subrecipient Agreement or keep and maintain public records required by Commerce to perform the service. If Subrecipient-contractor transfers all public records to the public agency upon completion of the Agreement, Subrecipient-contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Subrecipient-contractor keeps and maintains public records upon completion of the Agreement, Subrecipient-contractor shall meet all applicable requirements for retaining public records in accordance with Chapters 119 and 257, Florida Statutes. 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 Subrecipient-contractor of the request as soon as practicable, and Subrecipient-contractor must provide the records to Commerce or allow the records to be inspected or copied within a reasonable time, but in all cases within fourteen (14) business days. If Subrecipient-contractor does not comply with Commerce's request for records, Commerce shall enforce the provisions set forth in this Subrecipient Agreement. Subrecipient-contractor who fails to provide public records to Commerce within a reasonable time may be subject to penalties under section 119.10, Florida Statutes.

(f) Subrecipient shall notify Commerce verbally within twenty-four (24) hours and in writing within seventy-two (72) hours if any data in Subrecipient's possession related to this Subrecipient Agreement is subpoenaed or improperly used, copied or removed (except in the ordinary course of business) by anyone except an authorized representative of Commerce. 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) Subrecipient acknowledges that Commerce is subject to the provisions of Chapter 119, Florida Statutes, relating to public records and that reports, invoices and other documents Subrecipient submits to Commerce under this Subrecipient Agreement constitute public records under Florida Statutes. Subrecipient shall cooperate with Commerce regarding Commerce's efforts to comply with the requirements of Chapter 119, Florida Statutes.

(h) If 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 Subrecipient prior to submittal to Commerce. Failure to identify the legal basis for each exemption from the requirements of Chapter 119, Florida Statutes, prior to submittal of the record to Commerce serves as Subrecipient's waiver of a claim of exemption. Subrecipient shall ensure public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement

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if Subrecipient-contractor does not transfer the records to Commerce upon completion, including termination, of this Subrecipient Agreement.

(i) **IF SUBRECIPIENT-CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUBRECIPIENT-CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS SUBRECIPIENT 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, Subrecipient shall be fully liable for the actions of its agents, employees, partners, contractors and subcontractors and shall fully indemnify, defend, and hold harmless the State and 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 Subrecipient, its agents, employees, partners, contractors or subcontractors, provided, however, that Subrecipient shall not be liable 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 not the obligation, to enforce this indemnification provision.

(k) Commerce does not endorse any Subrecipient, commodity, or service. Subject to Chapter 119, Florida Statutes, Subrecipient shall not publicly disseminate any information concerning this Subrecipient Agreement without prior written approval from Commerce, including, but not limited to, mentioning this Subrecipient Agreement in a press release or other promotional material, identifying Commerce or the State as a reference, or otherwise linking Subrecipient's name and either a description of the Agreement or the name of Commerce or the State in any material published, either in print or electronically, to any other entity that is not a Party to this Subrecipient Agreement, except potential or actual employees, agents, representatives or subcontractors with the professional skills necessary to perform the work services required by the Agreement.

(l) Subrecipient shall comply with the requirements set forth in section 119.0701, Florida Statutes, when entering into any public agency contract for services after the Effective Date of this Subrecipient Agreement. If Subrecipient has not complied with the requirements set forth in section 119.0701, Florida Statutes, Subrecipient shall amend each of Subrecipient's public agency contracts for services already in effect as of the Effective Date of this Subrecipient Agreement and which contract will or may be funded in whole or in part with any public funds. Commerce may terminate this Subrecipient Agreement if Subrecipient does not comply with this provision.

(27) 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) Section 448.095, Florida Statutes, 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 employee's employment eligibility within three (3) business days after the first day that the new employee begins working for pay as required under 8 CFR

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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 Subrecipient Agreement.

(28) Program Income.

(a) Subrecipient shall report to Commerce all program income (as defined at 24 CFR 570.500(a) or in the Federal Register Guidance governing the CDBG-DR funds) generated by activities carried out with CDBG-DR funds made available under this Subrecipient Agreement as part of Subrecipient's Quarterly Progress Report. Subrecipient shall use program income in accordance with the applicable requirements of 2 CFR 200, 24 CFR 570.504, and the terms of this Subrecipient Agreement.

(b) Program income generated after closeout shall be returned to Commerce. Program income generated prior to closeout shall be returned to Commerce unless the program income is used to fund additional units of CDBG-DR activities, specified in a modification to this Subrecipient Agreement and duly executed prior to administrative closeout.

(29) National Objectives.

All activities funded with CDBG-DR funds must meet the criteria for one of the CDBG program's National Objectives. Subrecipient certifies that the activities carried out under this Subrecipient Agreement shall meet the following National Objectives and satisfy the following criteria:

(a) Benefit to low- and moderate- income persons;
(b) Aid in prevention or elimination of slums or blight; and
(c) Meet a need having particular urgency (referred to as urgent need).

(30) Independent Contractor.

(a) In Subrecipient's performance of its duties and responsibilities under this Subrecipient Agreement, it is mutually understood and agreed that Subrecipient is at all times acting and performing as an independent contractor. Nothing in this Subrecipient Agreement is intended to or shall be deemed to constitute an employer/employee relationship, partnership or joint venture between the Parties. Subrecipient shall at all times remain an independent contractor with respect to the services to be performed under this Subrecipient Agreement. Nothing in this Subrecipient Agreement shall be construed to create any agency or employment relationship between Commerce, Subrecipient, its employees, subcontractors or agents. Neither Party shall have any right, power or authority to assume, create or incur any expense, liability, or obligation, express or implied, on behalf of the other.

(b) Subrecipient, its officers, agents, employees, subcontractors, or assignees, in performance of this Subrecipient Agreement shall act in the capacity of an independent contractor and not as an officer, employee, agent, joint venturer, or partner of the State of Florida.

(c) Subrecipient shall have sole right to control the manner, method, and means by which the services required by this Subrecipient Agreement are performed. Commerce shall not be responsible to hire, supervise, or pay Subrecipient's employees. Neither Subrecipient, nor its officers, agents, employees, subcontractors, or assignees are entitled to State retirement or State leave benefits, or to any other compensation of State employment as a result of performing the duties and obligations of this Subrecipient Agreement.

(d) Subrecipient agrees to take such actions as may be necessary to ensure that each subcontractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, employee, servant, joint venturer ,or partner of the State of Florida.

(e) Unless justified by 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 Subrecipient or its subcontractor or assignee.

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(f) Commerce shall not be responsible for withholding taxes with respect to Subrecipient's use of funds under this Subrecipient Agreement. 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. Subrecipient shall ensure that its employees, subcontractors and other agents, receive benefits and necessary insurance (health, workers' compensation, reemployment assistance benefits) from an employer other than the State of Florida.

(g) Subrecipient, at all times during the Agreement, must comply with the reporting and Reemployment Assistance contribution payment requirements of Chapter 443, Florida Statutes.

(h) Commerce shall not be responsible for providing any training to Subrecipient, its employees, assigns, agents, representatives, or subcontractors in the professional skills necessary to perform the work services required by this Subrecipient Agreement; Commerce may provide training in the form of an Implementation Workshop.

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State of Florida
Department of Commerce
Federally Funded Subrecipient Agreement
Signature Page

IN WITNESS THEREOF, and in consideration of the mutual covenants set forth above and in the attachments and exhibits hereto, the Parties executed this Subrecipient Agreement by their duly authorized undersigned officials.

CITY OF PENSACOLA, FLORIDA.		**DEPARTMENT OF COMMERCE**	
By	Signature	**By**	Signature
	D.C. Reeves		**J. Alex Kelly**
Title	**Mayor**	**Title**	**Secretary**
Date		**Date**	
Federal Tax ID #	**59-6000406**		
UEI #	**UBMRAF87HQF5**		

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

OFFICE OF GENERAL COUNSEL
DEPARTMENT OF COMMERCE

By: _____

Approved Date: _____

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Attachment A – Scope of Work

1. PROGRAM DESRIPTION:

On September 16, 2020, Hurricane Sally (DR-4564) swept over the Florida panhandle as a Category 2 hurricane, bringing heavy rainfall and flooding. The impacts of Hurricane Sally further demonstrated the need for an effective, comprehensive long-term recovery plan that would address and meet the remaining needs of Floridians following this catastrophic event. In the wake of this natural disaster, Florida came together to recover and rebuild, but significant unmet needs remain.

Recognizing this, Congress appropriated, and the U.S. Department of Housing and Urban Development (HUD) allocated a total of $113 million in funding to support long-term recovery efforts following Hurricane Sally through the Florida Department of Commerce (Commerce) Community Development Block Grant Disaster Recovery (CDBG-DR) Program. Commerce has allocated $45,000,000.00 of this funding for the Rebuild Florida Housing Repair and Replacement Program through the CDBG-DR Program.

Activities that are eligible under the Rebuild Florida Housing Repair and Replacement Program include:

- Temporary relocation; demolition and clearance of properties, such as removal of debris, drainage, bridges, etc.;
- Single Family Housing Rehabilitation/Repair;
- Multi-Family Housing Rehabilitation/Repair;
- Housing Construction;
- Public Housing
- Emergency Community Shelters (Public Facilities);
- Homeless Shelters;
- Repair and Replacement of Manufactured Housing Units;
- Hazard Mitigation;
- Elevation;
- Planning Activities Related to Housing; and
- Other Activities Associated with the Recovery of Housing Stock Impacted.

2. PROJECT DESCRIPTION:

The City of Pensacola has been awarded $5,861,500.00 in CDBG-DR funding to provide a Housing Repair and Replacement Program for low- and moderate-income (LMI) eligible homeowners within the Pensacola city limits impacted by Hurricane Sally. Eligible project activities include single family housing rehabilitation/repair, manufactured housing repair/replacement, housing construction, hazard mitigation, elevation, demolition/clearance, temporary relocation, and other activities associated with housing recovery, to include title clearance services. The primary objective of the program is to address unmet housing needs and support the long-term recovery and restoration of housing for LMI households and incorporate resiliency improvements to protect households from further storms.

The City will supplement CDBG-DR funding with $250,000.00.

1. SUBRECIPIENT RESPONSIBILITIES:

A. Complete and submit the following items to Commerce within thirty (30) calendar days of execution of the Agreement:

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1) Organizational Chart with contact information;
2) Job descriptions for Subrecipient's employees, contracted staff, vendors, and contractors. If staffing changes, there must be a submittal stating the names and job descriptions included with the monthly report.
3) Attachment B, Project Budget – Develop and submit to Commerce a detailed budget for implementation of the project.
4) Attachment C, Activity Work Plan - Develop and submit to Commerce a detailed timeline for implementation consistent with the milestones outlined in the Infrastructure Program Guidelines.

Should any changes to the organizational chart, Attachment B or Attachment C be deemed necessary, an updated plan must be submitted to Commerce with your monthly report for review and approval by the Commerce Grant Manager.

B. Develop and submit a copy of the following policies and procedures to the Commerce Grant Manager for review and approval within thirty (30) calendar days of Agreement execution. The Commerce Grant Manager will provide approval in writing prior to the policies and procedures being implemented.
   1) Procurement policies and procedures that incorporate 2 CFR Part 200.317-326.
   2) Administrative financial management policies, which must comply with all applicable HUD CDBG-DR and State of Florida rules.
   3) Quality assurance and quality control system policies and procedures that comply with all applicable HUD CDBG-DR and Commerce policies.
   4) Policies and procedures to detect and prevent fraud, waste and abuse that describe how the subrecipient will verify the accuracy of monitoring policy indicating how and why monitoring is conducted, the frequency of monitoring policy, and which items will be monitored, and procedures for referring instances of fraud, waste and abuse to HUD OIG Fraud Hotline (phone: 1-800-347-3735 or email hotline@hudoig.gov).
   5) Policies and procedures for the requirements under 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Award.

C. Attend fraud related training offered by HUD OIG to assist in the proper management of the CDBG-DR grant funds when available.
D. Upload required documents into a system of record provided by Commerce.
E. Maintain organized subrecipient agreement files and make them accessible to Commerce or its representatives upon request.
F. Comply with all terms and conditions of the subrecipient agreement, Infrastructure Program Guidelines, Action Plans, Action Plan amendments, and Federal, State, and local laws.
G. Provide copies of all proposed procurement documents to Commerce ten (10) business days prior to posting as detailed in Attachment D of Subrecipient Agreement. The proposed procurement documents will be reviewed and approved by the Commerce Grant Manager. Should the procurement documents require revisions based on state or federal requirements, Subrecipient will be required to postpone procurement and submit revised documents for review and approval.
H. Provide the following information on a monthly and quarterly basis within five (5) calendar days after the end of each month/quarter: Monthly and Quarterly Reports as detailed in Attachment G.
I. Close out report will be due no later than sixty (60) calendar days after this Agreement ends or is otherwise terminated.
J. Subrecipient shall provide photographs to document progress and completion of tasks and final project.
K. Attend bi-weekly teams call meeting with Commerce Grant Manager.

4. ELIGIBLE TASKS:

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A. **Deliverable No. 1 – Project Implementation**

Tasks that are eligible for reimbursement are as follows:

1) Environmental review administrative and Tier 1 and Tier 2 activities (Environmental Exemption, Public Notice/RROF Publication(s), etc.).
2) Develop policies for the Recipient to adopt related to special conditions listed in this subgrant agreement.
3) Prepared procurement documents.
4) Prepared list of minority and women business enterprise (MBE/WBE) firms that operate in the Recipient's area.
5) Prepared and submitted public notices for publications and public outreach.
6) Maintained financial records related to project activities on-site.
7) Conducted a Fair Housing activity.
8) Provided for Legal Services for applicants to obtain clear title.
9) Attended a pre-bid conference, bid opening, or preconstruction meeting.
10) Reviewed contractor payrolls and interviewed employees to determine compliance with Davis-Bacon Act, the Contract Work Hours and Safety Standards Act, and the Copeland "Anti-Kickback" Act.
11) Maintain project files, to include qualifying client applications for grant eligibility.
12) Attended meetings of the Recipient's local governing body to provide progress reports on subgrant activities.
13) Prepared documentation for and attend on-site monitoring visits by Commerce.
14) Prepared financial activity for submission to Commerce.
15) Prepared and submitted detailed monthly and quarterly reports to Commerce.
16) Prepared and submitted Section 3 reports to Commerce.
17) Responded to citizens' complaints.
18) Prepared subgrant modification document for submission to Commerce for review and approval.
19) Prepared responses to monitoring findings and concerns for Recipient to submit to Commerce or HUD.
20) Project Closeout, Engineer or Architect's Certification of Completion (Replacement/Elevation projects), Project Manager certificate of completion, Grant Closeout Package completed and submitted to Commerce.

B. **Deliverable No. 2 – Design/Planning Services**

Tasks that are eligible for reimbursement are as follows:

1) Create a full design package(s), signed and sealed by a Professional Engineer (PE) or Architect licensed in the State of Florida, including engineering drawings, specifications, construction cost estimate, surveys, and any other reports, documents, or information relevant to this project that meet all local current hurricane code ratings, local codes and building codes (Replacement/Elevation Projects)
2) Create a full bid package(s), including specifications, construction cost estimates, and other reports, documents or information relevant to the project to meet all local current hurricane code ratings, local codes, and building codes (Repair Projects).
3) Obtain copies of all permit applications, correspondence with permitting agencies, final permits, and any other permit-related documentation for the project.
4) Conduct an Environmental Review/Assessment in accordance with HUD and Commerce Policies and the National Environmental Policy Act referenced in Attachment D.4.b of this Agreement and carry out any mitigation measured required as a result of the Environmental Review findings.
5) Conduct Lead Based Paint (LBP) Assessments and asbestos testing for targeted properties, to include LBP Work Plans for properties needing remediation.

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6) Order appraisals, surveys, and title work for properties as necessary.

C. **Deliverable No. 3 – Construction**

Tasks that are eligible for reimbursement are as follows:

1) Site(s) Preparation and Mobilization
2) Demolition (if applicable)/Debris Removal
3) Moving and Storage/Temporary Relocation
4) Purchase of materials and labor costs for rehabilitation/reconstruction
5) Contractor Bonding/Insurance
6) Lead Based Paint and Asbestos Remediation, to include Clearance Reports
7) Permitting
8) Landscaping
9) Construction Management, to include final project walk-throughs

5. DELIVERABLES: Subrecipient agrees to provide the following services as specified:

Deliverable No. 1 – Project Implementation		
TASKS	**MINIMUM LEVEL OF SERVICE**	**FINANCIAL CONSEQUENCES**
Subrecipient shall complete Project Implementation activities as identified in **Section 4.A** of this Scope of Work.	Subrecipient may request reimbursement upon completion of a minimum of one (1) Project Implementation task on a per completed task basis as detailed in **Section 4.A** of this Scope of Work; evidenced by invoice(s) noting completed tasks as well as payroll and other supporting documentation, as applicable.	Failure to complete the Minimum Level of Service as specified shall result in non-payment for this deliverable for each payment request.
		Deliverable 1 Cost- $317,500.00
Deliverable No. 2 – Design/Planning Services		
TASKS	**MINIMUM LEVEL OF SERVICE**	**FINANCIAL CONSEQUENCES**
Subrecipient shall complete Design/Planning Services tasks as detailed in **Section 4.B** of this Scope of Work.	Subrecipient may request reimbursement upon completion of a minimum of one (1) task in accordance with **Section 4.B** of this Scope of Work, evidenced by submittal of the following documentation: 1) Engineering, design, working drawings and associated cost estimates, if applicable; 2)Copies of all required permits, if applicable; 3) Copy of Environmental Review/Assessment; 4) Copy of LBP Assessment Report LBP Work Plans, Title Work, Appraisals, Surveys, if applicable;	Failure to complete the Minimum Level of Service as specified shall result in non-payment for this deliverable for each payment request.

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	5)Invoice package in accordance with **Section 7** of this Scope of Work.	
		Deliverable 2 Cost-$110,500.00
Deliverable No. 3 – Construction		
TASKS	**MINIMUM LEVEL OF SERVICE**	**FINANCIAL CONSEQUENCES**
Subrecipient shall complete Construction tasks as detailed in **Section 4.C** of this Scope of Work.	Subrecipient may request reimbursement upon completion of activities in accordance with **Section 4.C** of this Scope of Work in the following increments: 10%, 20%, 30%, 40%, 50%, 60%, 70%, 80%, 90% and 100%, evidenced by submittal of the following documentation: 1) AIA forms G702 and G703, or similar accepted Commerce form, completed by a licensed professional certifying to the percentage of project completion; 2) Photographs of project in progress and completed; 3) Submission of temporary relocation/moving & storage application paperwork; 4) Construction Management evidenced by payrolls and other supporting documentation, as applicable; and 5) Invoice package in accordance with **Section 7** of this Scope of Work.	Failure to complete the Minimum Level of Service as specified shall result in non-payment for this deliverable for each payment request.
		Deliverable 3 Cost- $5,433,500.00
		Total Project Costs Not to Exceed $5,861,500.00

6. Commerce RESPONSIBILITIES:

A. Monitor the ongoing activities of Subrecipient to ensure all activities are being performed in accordance with the Agreement to the extent required by law or deemed necessary by Commerce in its discretion.
B. Assign a Grant Manager as a point of contact for Subrecipient.
C. Review Subrecipient's invoices described herein and process them on a timely basis.
D. Commerce shall monitor progress, review reports, conduct site visits as Commerce determines necessary at Commerce's sole and absolute discretion, and process payments to Subrecipient.

7. INVOICE SUBMITTAL:

Commerce shall reimburse the Subrecipient in accordance with Section 5 of this Scope of Work. In accordance with the Funding Requirements of s. 215.971(1), F.S. and Section (20) of this Agreement, the Subrecipient and its subcontractors may only expend funding under this Agreement for allowable costs resulting from obligations incurred during this Agreement. To be eligible for reimbursement, costs must be in compliance with laws, rules and regulations applicable to expenditures of State funds, including, but

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not limited to, the Reference Guide for State Expenditures: (https://myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf).

A. The following documents shall be submitted with the itemized invoice:
   1) A cover letter signed by Subrecipient's Agreement Manager certifying that the costs being claimed in the invoice package: (1) are specifically for the project represented to the State in the budget appropriation; (2) are for one or more of the components as stated in Section 5, DELIVERABLES, of this SCOPE OF WORK; (3) have been paid; and (4) were incurred during this Agreement.
   2) Subrecipient's invoices shall include the date, period in which work was performed, amount of reimbursement, and work completed to date.
   3) A certification by a licensed professional using AIA forms G702 and G703, or their substantive equivalents, certifying that the project, or a quantifiable portion of the project, is complete, as appropriate to the deliverable.
   4) Photographs of the project in progress and completed work, as appropriate to the deliverable.
   5) A copy of all supporting documentation for vendor payments.
   6) A copy of the bank statement that includes the cancelled check or evidence of electronic funds transfer. The State may require any other information from Subrecipient that the State deems necessary to verify that the services have been rendered under this Agreement.

B. If the Grantee 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 Grantee may elect in writing to exercise this provision.
   1) 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
   2) 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 Grantee meets the criteria set forth in this paragraph, then the Grantee is deemed to have demonstrated financial hardship.

C. The Subrecipient's invoice and all documentation necessary to support payment requests must be submitted through Commerce's Subrecipient Management Reporting Application (SERA) System. Further instruction on SERA invoicing and reporting, along with a copy of the invoice template, will be provided upon execution of the agreement.

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Attachment B – Project Budget (Example)

Subrecipient: _____ Contract Number: _____ Project Title: _____

Activity		Budget			
Activity	**Description**	**CDBG-DR Amount**	**Other Funds**	**Source***	**Total Funds**
1. Project Implementation					
2. Engineering Services					
3. Construction					
4. Acquisition					
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 of Other Funds	Amount
1.	
2.	
3.	
4.	

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Attachment C – Activity Work Plan (Example)

Subrecipient _____ Project Title: _____ Project Budget: _____

Contract Number: _____ Date Prepared: _____ Modification Number: _____

Activity Start Date (month/year)	**Activity End Date** (month/year)	**Describe Proposed Action to be Completed by the "End Date."** Please have the Action reflect an activity or task within the Subrecipient Grant Agreement under Section 4, Eligible Tasks within Attachment 1 – Scope of Work.	**Estimated Leveraged Funds to be Expended per "Activity End Date"**	**Estimated Funds to be Requested per "Activity End Date"**
		EXAMPLE: Deliverable 1 – Prepare Procurement Documents for Submittal and Approval		
		EXAMPLE: Deliverable 2 – Complete Design Package		
		EXAMPLE: Deliverable 2 – Complete Environmental Review		

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Attachment D – Program and Special Condition

1. Subrecipient shall demonstrate that progress is being made in completing project activities in a timely fashion pursuant to the activity work plan (**Attachment C**). If Subrecipient does not comply with the activity work plan schedule, a justification for the delay and a plan for timely accomplishment shall be submitted to Commerce within 21 calendar days of receiving Commerce's request for justification for the delay. Any project for which Subrecipient has not completed the activities listed in the Activity Work Plan may be rescinded unless Commerce agrees that Subrecipient has provided adequate justification for the delay.

2. Subrecipient shall maintain records of expenditure of funds from all sources that will allow accurate and ready comparison between the expenditures and the budget/activity line items as defined in the Project Budget (**Attachment B**) and Activity Work Plan (**Attachment C**).

3. Subrecipient shall request Commerce's approval for all professional services contracts and/or agreements that will be reimbursed with CDBG-DR funds. Copies of the following procurement documents must be provided to Commerce for review:

   a. When publication of a Request for Proposal (RFP) is used as a means of solicitation, a copy of the advertisement, including an affidavit of publication.
   b. Commerce will either approve the procurement or notify Subrecipient that the procurement cannot be approved because it violates State, Federal, or local procurement guidelines. Subrecipient shall notify Commerce in writing no later than 90 calendar days from the Effective Date of this Subrecipient Agreement if it will not be procuring any professional services or if it will be using non-CDBG-DR funds to pay for professional services.

4. Prior to the obligation or disbursement of any funds, except for administrative expenses and not to exceed $5,000, Subrecipient shall complete the following:
   a. Submit for Commerce's approval the documentation required in paragraph 3 above for any professional services contract. 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-DR funds for that contract beyond $5,000.
   b. Comply with 24 CFR 58, as well as Parts 35, 51, 55 and other federal environmental compliance requirements as appropriate. When Subrecipient has completed the environmental review process for any project that includes activities categorized as neither Exempt pursuant to § 58.34 nor categorically excluded pursuant to § 58.35(b), 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. If Commerce has not issued an Authority to use Grant Funds within 15 days of Subrecipient's submission of the required documentation, Commerce shall provide Subrecipient a written update regarding the status of the review process upon subrecipient request. **SUBRECIPIENT SHALL NOT CARRY OUT ANY CHOICE-LIMITING ACTIONS OR COMMIT HUD FUNDS OR NON-HUD FUNDS TO ACTIVITES OTHER THAN THOSE PREVIOUSLY CERTIFIED AS EXEMPT IN ACCORDANCE WITH 24 CFR 58.34 OR CATEGORICALLY EXCLUED IN ACCORDANCE WITH 24 CFR 58.35(b) BEFORE COMMERCE HAS ISSUED THE "AUTHORITY TO USE GRANT FUNDS."**

5. Subrecipient agrees to comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. §§ 4601-4655; hereinafter, the "URA"), implementing regulations at 24 CFR 42, 49 CFR 24, and 24 CFR 570.606(b), the requirements of 24 CFR 42.325 – 42.350 governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the Housing and Community Development Act of 1974 (42 U.S.C. §5304(d)), and the requirements in 24 CFR 570.606(d) governing optional relocation assistance policies.

6. If Subrecipient undertakes any activity subject to the URA, 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, and 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. Subrecipient shall provide relocation assistance to displaced persons, as defined by 24 CFR 570.606(b)(2), that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project.

7. Subrecipient shall timely submit completed forms for all prime and subcontractors as required by this Subrecipient Agreement, Commerce, HUD, and applicable, regulations and guidance laws, specifically including but not limited to:

    a. Certification Regarding Debarment, Suspension, and Other Responsibility Matters (Primary Covered Transactions); Subrecipient must provide proof to Commerce Grant Manager that they have completed a debarment check of SAM.gov for all prime and subcontractors;
    b. Section 3 Participation Report (Construction Prime Contractor);
    c. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (Subcontractor), (if applicable); and
    d. Section 3 Participation Report (Construction Subcontractor), (if applicable).

8. In addition, each construction contract or agreement for new or replacement housing must contain language that requires the contractor to meet the Green Building Standard for Replacement and New Construction of Residential Housing, as defined in the Allocation notice published in the Federal Register Volume 81, Number 224 on Monday, November 21, 2016.

9. For each Request for Funds (RFF) that includes reimbursement of construction costs, 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. For each RFF that includes construction costs, Subrecipient shall provide a copy of AIA form G702, or a comparable form approved by Commerce, if applicable, signed by the contractor and the local building inspector or housing specialist and a copy of form G703, or a comparable form approved by Commerce, if applicable.

10. For each project, when 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); and
    c. The contractor's payment bond (100 percent of the contract price).

11. Subrecipient shall undertake an activity each quarter to affirmatively further fair housing pursuant to 24 CFR 570.487(b)(4).

12. Subrecipient shall ensure that a deed restriction is recorded on any real property or facility, excluding easements, acquired with CDBG-DR 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 Subrecipient. Such deed restriction shall be made a part of the public records in the Clerk of Court of the county in which the real property is located. Any future disposition of that real property shall be in accordance with 24 CFR 570.505. Any future change of use of real property shall be in accordance with 24 CFR 570.489(j).

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13. Subrecipient shall comply with the historic preservation requirements of the National Historic Preservation Act of 1966, as amended, the procedures set forth in 36 CFR 800, and the Secretary of the Interior's Standards for Rehabilitation, codified at 36 CFR 67, and Guidelines for Rehabilitating Historic Buildings.

14. Pursuant to section 102(b), Public Law 101-235, 42 U.S.C. §3545, Subrecipient shall update and submit Form HUD 2880 to Commerce within thirty (30) calendar days of Subrecipient's knowledge of changes in situations which would require that updates be prepared. 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-DR-funded activity; and
    b. Any person or entity that has a financial interest in the project or activity that exceeds $50,000 or 10 percent of the grant, whichever is less.

15. If required, Subrecipient shall submit a final Form HUD 2880, to Commerce with Subrecipient's request for administrative closeout, and its absence or incompleteness shall be cause for rejection of the administrative closeout.

16. Conflicts of interest relating to procurement shall be addressed pursuant to 24 CFR 570.489(g). Title 24 CFR 570.489(h) shall apply in all conflicts of interest not governed by 24 CFR 570.489(g), such as those relating to the acquisition or disposition of real property; CDBG-DR financial assistance to beneficiaries, businesses or other third parties; or any other financial interest, whether real or perceived. Additionally, Subrecipient agrees to comply with, and this Subrecipient Agreement is subject to, Chapter 112 Florida Statutes.

17. Any payment by Subrecipient using CDBG-DR 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 Recipient 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-DR funds.

18. Subrecipient shall take photographs or video of all activity locations prior to initiating any construction. As the construction progresses, additional photography or videography shall document the ongoing improvements. Upon completion of construction, final documentation of the activity locations will be provided to Commerce with the administrative closeout package for this Subrecipient Agreement.

19. If an activity is designed by an engineer, architect, or other licensed professional, it shall be certified upon completion by a licensed professional as meeting the specifications of the design, as may have been amended by change orders. The date of completion of construction shall be noted as part of the certification. This certification shall be accomplished prior to submission of an administrative closeout package and a copy of the certification shall be submitted with the administrative closeout package.

DocuSign Envelope ID: 347DCB59-DF3C-4658-B6FC-DBB7A2AE48C5

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

The CDBG-DR funds available to Subrecipient through this Subrecipient Agreement constitute a subaward of the Grantee's Federal award under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR 200. This Subrecipient Agreement includes terms and conditions of the Grantee's Federal award that are imposed on Subrecipient, and Subrecipient agrees to carry out its obligations in compliance with all of the obligations described in this Subrecipient Agreement.

Subrecipient agrees to, and, by signing this Subrecipient Agreement, certifies that, it will comply with all applicable provisions of the Housing and Community Development Act of 1974, as amended, and the regulations at 24 CFR 570, as modified by the Federal Register notices that govern the use of CDBG-DR funds available under this Subrecipient Agreement. These Federal Register notices include, but are not limited to, Federal Register (FN) notice, 87 FR 6364 (Docket No. FR–6303–N–01) (February 3, 2022), and 87 FR 31636 (Docket No. FR–6326–N–01) (May 24, 2022). Notwithstanding the foregoing, the Subrecipient assumes responsibilities for environmental review, decision-making and action, described in 24 CFR 58 including the decision making and determination of environmental compliance.

Subrecipient shall also comply with all other applicable Federal, state and local laws, regulations, and policies as now in effect and as may be amended from time to time that govern the use of the CDBG-DR funds in complying with its obligations under this Subrecipient Agreement, regardless of whether CDBG-DR funds are made available to Subrecipient on an advance or reimbursement basis.

Subrecipient also agrees to use funds available under this Subrecipient Agreement to supplement rather than supplant funds otherwise available. Subrecipient further agrees to comply with all other applicable Federal, State and local laws, regulations and policies governing the funds provided under this Subrecipient Agreement, including, but not limited to the following:

I. State of Florida Requirements

State of Florida Requirements are stated throughout this Subrecipient Agreement and Attachments thereto.

II. Audits, Inspections, and Monitoring

1. Single Audit

Subrecipient must be audited as required by 2 CFR 200, subpart F when it is expected that Subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in 2 CFR 200.501 Audit requirements.

2. Inspections and Monitoring

Subrecipient shall permit the Grantee and auditors to have access to Subrecipient's records and financial statements as necessary for the Grantee to meet the requirements of 2 CFR 200.

Subrecipient must submit to monitoring of its activities by the Grantee as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of this Subrecipient Agreement.

This review must include:

(1) Reviewing financial and performance reports required by the Grantee;

(2) Following-up and ensuring that Subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to Subrecipient from the Grantee detected through audits, on-site reviews, and other means; and

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(3) Issuing a management decision for audit findings pertaining to this Federal award provided to Subrecipient from the Grantee as required by 2 CFR 200.521.

3. **Corrective Actions**

Subrecipient shall be subject to reviews and audits by the Grantee, including onsite reviews of Subrecipient as may be necessary or appropriate to meet the requirements of 42 U.S.C. § 5304(e)(2). The Grantee may issue management decisions and may consider taking enforcement actions if noncompliance is detected during audits. The Grantee may require Subrecipient to take timely and appropriate action on all deficiencies pertaining to the Federal award provided to the Subrecipient from the pass-through entity detected through audits, on-site reviews and other means. In response to audit deficiencies or other findings of noncompliance with this Subrecipient Agreement, Grantee may impose additional conditions on the use of the CDBG-DR funds to ensure future compliance or provide training and technical assistance as needed to correct noncompliance.

III. Drug-Free Workplace

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

IV. Procurement and Contractor Oversight

Subrecipient shall comply with the procurement standards in 2 CFR 200.318-327 when procuring property and services under this Subrecipient Agreement. Subrecipient shall impose the Subrecipient's obligations under this Subrecipient Agreement on its contractors, specifically or by reference, so that such obligations will be binding upon each of its contractors.

Subrecipient must comply with CDBG regulations regarding debarred or suspended entities, specifically including, 24 CFR 570.609 and 24 CFR 570.489, as applicable. CDBG funds may not be provided to excluded or disqualified persons.

Subrecipient shall maintain oversight of all activities under this Subrecipient Agreement and shall ensure that for any procured contract or agreement, its contractors perform according to the terms and conditions of the procured contracts or agreements, and the terms and conditions of this Agreement. To check for debarred or suspended entities, please visit https://www.sam.gov/SAM/

V. Property Standards

Real property acquired by Subrecipient under this Subrecipient Agreement shall be subject to 24 CFR 570.489(j) and 24 CFR 570.200(j). Subrecipient shall also comply with the Property Standards at 2 CFR 200.310, 2 CFR 200.312, 2 CFR 200.314-316. Subrecipient shall also comply with 2 CFR 200.313 Equipment, except that when the equipment is sold, the proceeds shall be program income and equipment not needed by Subrecipient for activities under this Subrecipient Agreement shall be transferred to the Grantee for its CDBG-DR program or shall be retained after compensating the Grantee.

Subrecipient shall also comply with the Property Standards in 2 CFR 200.310-316, except to the extent they are inconsistent with 24 CFR 570.200(j) and 24 CFR 570.489(j), in which case Subrecipient shall comply with 24 CFR 570.200(j) and 24 CFR 570.489(j), except to the extent that proceeds from the sale of equipment are program income and subject to the program income requirements under this Subrecipient Agreement, pursuant to 24 CFR 570.489(e)(1)(ii).

VI. Federal Funding Accountability and Transparency Act (FFATA)

Subrecipient shall comply with the requirements of 2 CFR 25 Universal Identifier and System for Award Management (SAM). Subrecipient must have an active registration in SAM, https://www.sam.gov/SAM/, in accordance with 2 CFR 25, appendix A, and must have a Unique Entity Identifier (UEI) number. Subrecipient must also comply with provisions

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of the Federal Funding Accountability and Transparency Act, which includes requirements on executive compensation, 2 CFR 170 Reporting Subaward and Executive Compensation Information.

VII. Relocation and Real Property Acquisition

Subrecipient shall comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), 42 U.S.C. §§ 4601 – 4655, 49 CFR 24, 24 CFR 42, and 24 CFR 570.606.

In addition to other URA requirements, these regulations (49 CFR 24.403(d)) implement section 414 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 USC § 5181, which provides that "Notwithstanding any other provision of law, no person otherwise eligible for any kind of replacement housing payment under the URA shall be denied such eligibility as a result of his being unable, because of a major disaster as determined by the President, to meet the occupancy requirements set by such Act."

VIII. Nondiscrimination

1. 24 CFR 6

Subrecipient will comply with 24 CFR 6, which implements the provisions of section 109 of title I of the Housing and Community Development Act of 1974 (Title I) (42 U.S.C. § 5309). Section 109 provides that no person in the United States shall, on the ground of race, color, national origin, religion or sex, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity funded in whole or in part with Federal financial assistance. Subrecipient will adhere to the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-6107) (Age Discrimination Act) and the prohibitions against discrimination on the basis of disability under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794) (Section 504). Section 109 of the HCDA makes these requirements applicable to programs or activities funded in whole or in part with CDBG-DR funds. Thus, Subrecipient shall comply with regulations of 24 CFR 8, which implement section 504 for HUD programs, and the regulations of 24 CFR 146, which implement the Age Discrimination Act for HUD programs.

2. Architectural Barriers Act and the Americans with Disabilities Act

Subrecipient shall ensure that its activities are consistent with requirements of Architectural Barriers Act and the Americans with Disabilities Act. The Architectural Barriers Act of 1968 (42 U.S.C. §§ 4151-4157) requires certain Federal and Federally funded buildings and other facilities to be designed, constructed or altered in accordance with standards that ensure accessibility to, and use by, physically handicapped people. A building or facility designed, constructed or altered with funds allocated or reallocated under this part after December 11, 1995 and meets the definition of "residential structure" as defined in 24 CFR 40.2 or the definition of "building" as defined in 41 CFR 101-19.602(a) is subject to the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. §§ 4151-4157) and shall comply with the Uniform Federal Accessibility Standards (appendix A to 24 CFR 40 for residential structures, and appendix A to 41 CFR 101-19, subpart 101-19.6, for general type buildings).

The Americans with Disabilities Act (42 U.S.C. §12131; 47 U.S.C. §§ 155, 201, 218 and 225) (ADA) provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services and telecommunications. It further provides that discrimination includes a failure to design and construct facilities for first occupancy no later than January 26, 1993, that are readily accessible to and usable by individuals with disabilities. Further, the ADA requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities, where such removal is readily achievable—that is, easily accomplishable and able to be carried out without much difficulty or expense.

3. State and Local Nondiscrimination Provisions

Subrecipient must comply with the Florida Small and Minority Business Assistance Act (FS §§ 288.703-288.706,); Title VI of the Civil Rights Act of 1964 (24 CFR 1).

A. General Compliance:

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Subrecipient shall comply with the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352), as amended. No person in the United States shall, on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded by this Subrecipient Agreement. The specific nondiscrimination provisions at 24 CFR 1.4 apply to the use of these funds. Subrecipient shall not intimidate, threaten, coerce or discriminate against any person for the purpose of interfering with any right or privilege secured by title VI of the Civil Rights Act of 1964 or 24 CFR 1, or because an individual has made a complaint, testified, assisted, or participated in any manner in an investigation, proceeding or hearing under 24 CFR 1. The identity of complainants shall be kept confidential except to the extent necessary to carry out the purposes of 2 CFR 1, including the conduct of any investigation, hearing, or judicial proceeding arising thereunder.

B. Assurances and Real Property Covenants:

As a condition to the approval of this Subrecipient Agreement and the extension of any Federal financial assistance, Subrecipient assures that the program or activities described in this Subrecipient Agreement will be conducted and the housing, accommodations, facilities, services, financial aid, or other benefits to be provided will be operated and administered in compliance with all requirements imposed by or pursuant to this part 1.

If the Federal financial assistance under this Subrecipient Agreement is to provide or is in the form of personal property or real property or interest therein or structures thereon, Subrecipient's assurance herein shall obligate Subrecipient or, in the case of a subsequent transfer, the transferee, for the period during which the property is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits, or for as long as the recipient retains ownership or possession of the property, whichever is longer. In all other cases, the assurance shall obligate Subrecipient for the period during which Federal financial assistance is extended pursuant to the contract or application. This assurance gives the Grantee and the United States a right to seek judicial enforcement of the assurance and the requirements on real property.

In the case of real property, structures or improvements thereon, or interests therein, acquired with Federal financial assistance under this Subrecipient Agreement or acquired with CDBG-DR funds and provided to Subrecipient under this Subrecipient Agreement, the instrument effecting any disposition by Subrecipient of such real property, structures or improvements thereon, or interests therein, shall contain a covenant running with the land assuring nondiscrimination for the period during which the real property is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If Subrecipient receives real property interests or funds or for the acquisition of real property interests under this Subrecipient Agreement, to the extent that rights to space on, over, or under any such property are included as part of the program receiving such assistance, the nondiscrimination requirements of this part 1 shall extend to any facility located wholly or in part in such space.

4. <u>Affirmative Action</u>

A. **Approved Plan**

Subrecipient agrees that it shall carry out pursuant to the Grantee's specifications an Affirmative Action Program in compliance with the President's Executive Order 11246 of September 24, 1965, as amended, and implementing regulations at 41 CFR 60. The Grantee shall provide Affirmative Action guidelines to Subrecipient to assist in the formulation of such program. Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the release of funds under this Subrecipient Agreement.

B. **Women- and Minority-Owned Businesses (W/MBE)**

Subrecipient shall take the affirmative steps listed in 2 CFR 200.321(b)(1) through (5) to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible when Subrecipient procures property or services under this Subrecipient Agreement.

C. **Notifications**

Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting

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officer, advising the labor union or worker's representative of Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. **Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement**

Subrecipient shall, in all solicitations or advertisements for employees placed by or on behalf of Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

IX. Labor and Employment

1. Labor Standards

Subrecipient shall comply with the in labor standards in section 110 of the Housing and Community Development Act of 1974, as amended and ensure that all laborers and mechanics employed by contractors or subcontractors in the performance of construction work financed in whole or in part with assistance received under this Subrecipient Agreement shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended (40 U.S.C. §§ 3141, *et seq.*) and 29 CFR 1, 3, 5, 6 and 7, provided, that this requirement shall apply to the rehabilitation of residential property only if such property contains not less than 8 units.

Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. § 874) and its implementing regulations of the U.S. Department of Labor at 29 CFR 3 and part 5. Subrecipient shall maintain documentation that demonstrates compliance with applicable hour and wage requirements. Such documentation shall be made available to the Grantee for review upon request.

X. Section 3 of the Housing and Urban Development Act of 1968

1. Low-Income Person Definition

A low-income person, as this term is defined in Section 3 (b)(2) of the 1937 Act (42 U.S.C. § 1437a(b)(2)). Section 3(b)(2) of the 1937 Act defines this term to mean families (including single persons) whose incomes do not exceed 80 per centum of the median income for the area, as determined by the Secretary of HUD, with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 80 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low-income families; or A very low-income person, as this term is defined in Section 3(b)(2) of the 1937 Act (42 U.S.C. § 1437 a(b)(2)). Section 3(b)(2) of the 1937 Act (42 U.S.C. § 1437a(b)(2)) defines this term to mean families (including single persons) whose incomes do not exceed 50 per centum of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes.

2. Compliance

Subrecipient shall comply with the provisions of Section 3 of the Housing Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u, and implementing its implementing regulations at 24 CFR 75 (formerly 24 CFR 135). Compliance with Section 3 shall be achieved, to the greatest extent feasible, consistent with existing Federal, state, and local laws and regulations. Accordingly, a subrecipient of Section 3-covered assistance is required to develop strategies for meeting both the regulatory requirements at 24 CFR 75 and any other applicable statutes or regulations. Subrecipient and any of its contractors and subcontractors shall include the following "Section 3 clause" in every "Section 3-covered contract".

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 CFR 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.

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

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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 CFR 75, and agrees to take appropriate actions, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR 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 CFR 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR 75.

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

G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

3. **Section 3 Benchmarks and Reporting**

A. Benchmarks. Contracts over $200,000 trigger Section 3 Benchmark requirements. When triggered, best efforts must be made to extend Section 3 opportunities to verified Section 3 workers and business concerns to meet these *minimum* numeric goals:

1. Twenty-five percent (25%) of the total hours on a Section 3 project must be worked by Section 3 workers; and
2. Five percent (5%) of the total hours on a Section 3 project must be worked by Targeted Section 3 workers.

B. Reporting. If the subrecipient's reporting indicates that the subrecipient has not met the Section 3 benchmarks described in 24 CFR 75.23, pursuant to 24 CFR 75.25(b), the subrecipient must report in a form prescribed by HUD on the qualitative nature of its activities and those its contractors and subcontractors pursued.

C. Recipient will comply with any Section 3 Project Implementation Plan documents, if any, provided by HUD or Commerce which may be amended from time to time for HUD reporting purposes.

XI. Conduct

1. **Hatch Act**

Subrecipient shall comply with the Hatch Act, 5 U.S.C. §§ 1501 – 1508, and shall ensure that no funds provided, nor personnel employed under this Subrecipient Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

2. **Conflict of Interest**

In the procurement of supplies, equipment, construction, and services pursuant to this Subrecipient Agreement, Subrecipient shall comply with the conflict of interest provisions in the Grantee's procurement policies and procedures. In all cases not governed by the conflict of interest provisions in the Grantee's procurement policies and procedures, Subrecipient shall comply with the conflict of interest provisions in 24 CFR 570.489(h).

3. **Lobbying Certification**

Subrecipient hereby certifies that:

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

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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;

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

C. 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; and

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

XII. Religious Activities

Subrecipient agrees that funds provided under this Subrecipient Agreement shall not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction or proselytization.

Any State or local government receiving funds under any Department program, or any intermediate organization with the same duties as a governmental entity, is prohibited from discriminating for or against an organization on the basis of the organization's religious character or affiliation. Religious organizations are prohibited from engaging in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded with direct financial assistance. An organization that participates in programs funded by direct financial assistance from the Department, in providing services, is prohibited from discriminating against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief. Any restrictions on the use of grant funds shall apply equally to religious and non-religious organizations.

XIII. Environmental Conditions

1. **Prohibition on Choice Limiting Activities Prior to Environmental Review**

   Subrecipient must comply with the limitations in 24 CFR 58.22, which imposes limitations on activities pending clearance and specifically limits commitments of HUD funds or non-HUD funds by any participant in the development process before completion of the environmental review. A violation of this requirement may result in a prohibition on the use of Federal funds for the activity. If Commerce has not issued an Authority to Use Grant Funds within 15 days of Subrecipient's submission of the required documentation, Commerce shall provide Subrecipient a written update regarding the status of the review process upon subrecipient request

2. **Air and Water**

   Subrecipient shall comply with the following requirements insofar as they apply to the performance of this Subrecipient Agreement:

   A. Air quality. (1) The Clean Air Act (42 U.S.C. §§ 7401, *et. seq.)* as amended; particularly section 176(c) and (d) (42 U.S.C. § 7506(c) and (d)); and (2) Determining Conformity of Federal Actions to State or Federal Implementation Plans (Environmental Protection Agency—40 CFR 6, 51, and 93); and

   B. Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251, *et seq.*, as amended, including the requirements specified in section 114 and section 308 of the Federal Water Pollution Control Act, as amended, and all regulations and guidelines issued thereunder.

   C. The Clean Air and Water Act: If this Contract is in excess of $100,000, Contractor shall comply with all applicable standards, orders or regulations issued under the Clean Air Act, as amended, 42 U.S.C. § 7401, section 508 of the Clean Water Act, as amended, 33 U.S.C. §§ 1368, *et seq.*, Executive Order 11738 and

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Environmental Protection Agency regulations. Contractor shall report any violation of the above to Commerce.

D. Energy Efficiency: Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State of Florida's energy conservation plan issued in compliance with the Energy Policy and Conservation Act, Pub. L. 94-163.

3. **Flood Disaster Protection**

Subrecipient shall comply with the mandatory flood insurance purchase requirements of section 102 of the Flood Disaster Protection Act of 1973, as amended by the National Flood Insurance Reform Act of 1994, 42 U.S.C. § 4012a. Additionally, Subrecipient shall comply with 24 CFR 58.6(a) and section 582 of the National Flood Insurance Reform Act of 1994, as amended, (42 U.S.C. § 5154a), which includes a prohibition on the provision of flood disaster assistance, including loan assistance, to a person for repair, replacement or restoration for damage to any personal, residential, or commercial property if that person at any time has received Federal flood disaster assistance that was conditioned on the person first having obtained flood insurance under applicable Federal law and the person has subsequently failed to obtain and maintain flood insurance as required under applicable Federal law on such property. Section 582 also includes a responsibility to notify property owners of their responsibility to notify transferees about mandatory flood purchase requirements. More information about these requirements is available in the Federal Register notices governing the CDBG-DR award and listed at the beginning of this Attachment.

4. **Lead-Based Paint**

The Subrecipient shall follow the Grantee's procedures with respect to CDBG assistance that fulfill the objectives and requirements of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. §§ 4851-4856), and implementing regulations at part 35, subparts A, B, J, K, and R of this title and 24 CFR 35.

5. **Historic Preservation**

Subrecipient shall comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended, codified in Title 54 of the United States Code, and the procedures set forth in 36 CFR 800 insofar as they apply to the performance of this Subrecipient Agreement.

The process typically involves obtaining approval not just from the State Historic Preservation Officer, but also, when relevant, from tribal authorities. This approval is required for a range of projects that could impact historic resources. These include, but are not limited to, rehabilitation and demolition of properties that are fifty years old or older or listed on a Federal, state, or local historic property list. Furthermore, this extends to new construction projects, particularly those located in areas known to have archaeological resources or in any area that could potentially affect the historic character of an eligible district

XIV. Additional Regulations

A The Temporary Assistance for Needy Families Program ("TANF"), 45 CFR 260-265, the Social Services Block Grant ("SSBG"), 42 U.S.C. § 1397d, and other applicable federal regulations and policies promulgated thereunder.

B. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. §§ 1681, *et seq*., which prohibits discrimination on the basis of sex in educational programs.

C. Section 654 of the Omnibus Budget Reconciliation Act of 1981, as amended, 42 U.S.C. § 9849, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs.

D. The Pro-Children Act: Subrecipient and contractors of Subrecipient agrees to comply with the Pro-Children Act of 1994, 20 U.S.C. § 6083. Failure to comply with the provisions of the law may result in the imposition of civil monetary penalty up to $1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. This clause is applicable to all approved sub-contracts. In compliance with Public Law (Pub. L.) 103-277, the Contract shall not permit smoking in any portion of any indoor facility used for the provision of federally funded services including health, day care, early childhood development, education or library services on a routine or regular basis, to children up to age 18.

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E. Public Announcements and Advertising: When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with federal money, Subrecipient and contractors of Subrecipient shall clearly state: (1) the percentage of the total costs of the program or project which will be financed with federal money, (2) the dollar amount of federal funds for the project or program, and (3) percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

F. Purchase of American-Made Equipment and Products Subrecipient and contractors of Subrecipient assures that, to the greatest extent practicable, all equipment and products purchased with funds made available under this Subrecipient Agreement will be American-made.

G. The Consolidated Appropriations Act, 2010, Division E, section 511 (Pub. L. 111-117), which prohibits distribution of federal funds made available under the Act to the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries. The Continuing Appropriations Act, 2011, sections 101 and 103 (Pub. L. 111-242), provides that appropriations made under Pub. L. 111-117 are available under the conditions provided by Pub. L. 111-117.

H. Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327–333) — If this Subrecipient Agreement involves federal funding in excess of $2,000 for construction contracts or in excess of $2,500 for other contracts that involve the employment of mechanics or laborers, compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327–333), as supplemented by Department of Labor regulations (29 CFR 5) is required. Under section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

I. Resource Conservation and Recovery Act (RCRA). Under RCRA (Pub. L. 94–580 codified at 42 U.S.C. § 6962), state and local institutions of higher education, hospitals, and non-profit organizations that receive direct Federal awards or other Federal funds shall give preference in their procurement programs funded with Federal funds to the purchase of recycled products pursuant to the EPA guidelines.

J. Immigration Reform and Control Act. Subrecipient and contractors of Subrecipient shall comply with the requirements of the Immigration Reform and Control Act of 1986, which requires employment verification and retention of verification forms for any individuals hired who will perform any services under the contract.

XV. Non-Compliance

When it is determined that the Subrecipient is in non-compliance with federal or state program requirements, the State may impose any of the additional conditions and/or requirements outlined in 2 CFR 200.208 and/or 2 CFR 200.339.

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Attachment F – Civil Rights Compliance

Fair Housing

As a condition for the receipt of CDBG-DR funds, each Subrecipient must certify that it will "affirmatively further fair housing" in its community. A Subrecipient shall demonstrate its commitment to affirmatively further fair housing by implementing the actions listed below.

Each Subrecipient shall do the following:

1) Have in place a fair housing resolution or ordinance that covers all Federally protected classes (race, color, familial status, handicap, national origin, religion and sex);
2) Designate an employee as the Fair Housing Coordinator who is available during regular business hours to receive fair housing calls;
3) Publish the Fair Housing Coordinator's contact information quarterly in a newspaper of general circulation in Subrecipient's jurisdiction so that people know who to call to ask fair housing questions or register a complaint. Alternatively, Subrecipient can post the coordinator's contact information throughout the quarter on the home page of its website;
4) Establish a system to record the following for each fair housing call or email:
    a) The nature of the call or email,
    b) The actions taken in response to the call or email,
    c) The results of the actions taken and
    d) If the caller was referred to another agency, the results obtained by the referral agency;
5) Conduct at least one fair housing activity each quarter. Identical activities (see examples below) shall not be conducted in consecutive quarters; and
6) Display a fair housing poster in the CDBG-DR Office. (This does not count as a fair housing activity.)

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.

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Subrecipient shall document its fair housing activities by keeping photographs, newspaper articles, sign-in sheets and copies of handouts in their CDBG-DR project file and include information about the activities in the comment section of each quarterly report.

Equal Employment Opportunity

As a condition for the receipt of CDBG-DR funds, each Subrecipient must certify that it and the contractors, subcontractors, subrecipients and consultants that it hires with CDBG-DR funds will abide by the Equal Employment Opportunity (EEO) Laws of the United States. A Subrecipient shall demonstrate its commitment to abide by the laws through the actions listed below.

Each Subrecipient shall do the following:

1) Have in place an equal employment opportunity resolution or ordinance that protects its applicants and employees and the applicants and employees of its contractors, subcontractors, subrecipients and consultants from discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral and other aspects of employment, on the basis of race, color, religion, sex, national origin, disability, age or genetics;
2) Designate an employee as the EEO Coordinator who is available during regular business hours to receive EEO calls;
3) Publish the EEO Coordinator's contact information quarterly in a newspaper of general circulation in Subrecipient's jurisdiction so that people know who to call to ask EEO questions or register a complaint. Alternatively, Subrecipient can post the coordinator's contact information throughout the quarter on the home page of its website; and
4) Establish a system to record the following for each EEO call:
    a) The nature of the call,
    b) The actions taken in response to the call and
    c) The results of the actions taken;
5) Each Subrecipient shall maintain a list of certified minority-owned business enterprises (MBE) and women-owned business enterprises (WBE) that operate in its region. Subrecipient shall use this list to solicit companies to bid on CDBG-DR-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 Florida Department of Management Services maintains a list of certified minority- and women-owned businesses that can be used to develop a local MBE/WBE list at the following website: https://osd.dms.myflorida.com/directories.
6) Incorporate the Equal Employment Opportunity clause set forth in 41 CFR 60-1.4(b) into any contracts or subcontracts that meets the definition of "federally assisted construction contract" in 41 CFR 60-1.3.

Section 504 and the Americans with Disabilities Act (ADA)

As a condition for the receipt of CDBG-DR funds, Subrecipient must certify that it provides access to all federally funded activities to all individuals, regardless of handicap. Subrecipient shall demonstrate its commitment to abide by the laws through the actions listed below.

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;

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3) Publish the section 504/ADA Coordinator's contact information quarterly in a newspaper of general circulation in Subrecipient's jurisdiction so that people know who to call to ask section 504/ADA questions or register a complaint. Alternatively, Subrecipient can post the coordinator's contact information throughout the quarter on the home page of its website; and

4) Establish a system to record the following for each section 504/ADA call:
   a) The nature of the call,
   b) The actions taken in response to the call and
   c) The results of the actions taken.

Section 504 prohibitions against discrimination (see 45 CFR 84) apply to service availability, accessibility, delivery, employment and the administrative activities and responsibilities of organizations receiving Federal financial assistance. A Subrecipient of Federal financial assistance may not, on the basis of disability:

- 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 CFR 35, and Title III, 28 CFR 36) prohibit discrimination on the basis of disability in employment, State and local government, public accommodations, commercial facilities, transportation, and telecommunications. To be protected by the ADA, one must have a disability or have a relationship or association with an individual with a disability.

Title II covers all activities of state and local governments regardless of the government entity's size or receipt of Federal funding. Title II requires that State and local governments give people with disabilities an equal opportunity to benefit from all of their programs, services and activities (e.g. public education, employment, transportation, recreation, health care, social services, courts, voting and town meetings). State and local governments are required to follow specific architectural standards in the new construction and alteration of their buildings. They also must relocate programs or otherwise provide access in inaccessible older buildings, and communicate effectively with people who have hearing, vision or speech disabilities.

Title III covers businesses and nonprofit service providers that are public accommodations, privately operated entities offering certain types of courses and examinations, privately operated transportation and commercial facilities. Public accommodations are private entities who own, lease, lease to or operate facilities such as restaurants, retail stores, hotels, movie theaters, private schools, convention centers, doctors' offices, homeless shelters, transportation depots, zoos, funeral homes, day care centers and recreation facilities including sports stadiums and fitness clubs. Transportation services provided by private entities are also covered by Title III.

Section 3 - Economic Opportunities for Low- and Very Low-Income Persons

Each Subrecipient shall encourage its contractors to hire qualified low- and moderate-income residents for any job openings that exist on CDBG-DR-funded projects in the community. Per 29 CFR 75, Subrecipients and their contractors must track and document the number of Section 3 and Targeted Section 3 labor hours worked by low- and moderate-income individuals on CDBG-DR-funded projects. This detailed account of labor hours should then be included in the comments section of each quarterly report.

DocuSign Envelope ID: 347DCB59-DF3C-4658-B6FC-DBB7A2AE48C5

The following Section 3 clause is required to be included in any contracts and subcontracts funded by this Subrecipient Agreement:

Section 3 Clause

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 Subrecipients of HUD assistance for housing.

B. The Parties to this contract agree to comply with HUD's regulations in 24 CFR 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.

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 CFR 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR 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 CFR 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR 75.

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

G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

Civil Rights Regulations

As a condition for the receipt of CDBG-DR funds, each Subrecipient must certify that it will abide by the following Federal laws and regulations:

1. Title VI of the Civil Rights Act of 1964 – Prohibits discrimination by government agencies that receive Federal funding;
2. Title VII of the Civil Rights Act of 1964 – prohibits employment discrimination on the basis of race, color, religion, sex or national origin;
3. Title VIII of the Civil Rights Act of 1968 – as amended (the Fair Housing Act of 1988);
4. 24 CFR 570.487(b) – Affirmatively Furthering Fair Housing;
5. 24 CFR 570.490(b) – Unit of general local government's record;
6. 24 CFR 570.606(b) – Relocation assistance for displaced persons at URA levels;

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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-DR funds because of race, color, religion, sex or national origin;
10. Section 504 of the Rehabilitation Act of 1973 and 24 CFR 8, which prohibits discrimination against people with disabilities;
11. Executive Order 11063 – Equal Opportunity in Housing;
12. Executive Order 11246 – Equal Employment Opportunity; and
13. Section 3 of the Housing and Urban Development Act of 1968, as amended – Employment/Training of Lower Income Residents and Local Business Contracting.

I hereby certify that Subrecipient shall comply with all of the provisions and Federal regulations listed in this **Attachment F**.

By: _____ **Date:** _____

Name: **D.C. Reeves**

Title: Mayor

DocuSign Envelope ID: 347DCB59-DF3C-4658-B6FC-DBB7A2AE48C5

Attachment G – Reports

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

1. **Monthly Progress Report** must be submitted to Commerce five (5) calendar days after the end of each month.

2. A **Quarterly Progress** Report must be submitted to Commerce on forms to be provided by Commerce no later than the 5th of every April, July, October and January**.**

3. Subrecipient shall closeout its use of the CDBG-DR funds and its obligations under this Subrecipient Agreement by complying with the closeout procedures in 2 CFR 200.343. Activities during this close-out period may include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances and accounts receivable to the Grantee) and determining the custodianship of records.

Notwithstanding the terms of 2 CFR 200.343, upon the expiration of this Subrecipient Agreement, Subrecipient shall transfer to Commerce any unobligated, residual CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. Further, any real property under Subrecipient's control that was acquired or improved in whole or in part with CDBG funds (including CDBG funds provided to Subrecipient in the form of a loan) shall be treated in accordance with 24 CFR 570.503(b)(7).

4. In accordance with 2 CFR 200, should Subrecipient meet the threshold for submission of a single or program specific audit, the audit must be conducted in accordance with 2 CFR 200 and submitted to Commerce no later than nine months from the end of Subrecipient's fiscal year. If Subrecipient did not meet the audit threshold, an **Audit Certification Memo** must be provided to Commerce Grant Manager no later than nine months from the end of Subrecipient's fiscal year.

5. A copy of the **Audit Compliance Certification** form, **Attachment J**, must be emailed to audit@Commerce.fl.gov and Commerce Grant Manager within sixty (60) calendar days of the end of each fiscal year in which this subgrant was open.

6. **Section 3 Quarterly Reporting Requirements**. Reporting of labor hours for Section 3 projects must comply with 24 CFR 75.25(a). Subrecipients must report the following: (i) the total number of labor hours worked; (ii) the total number of labor hours worked by Section 3 workers; and (iii) the total number of labor hours worked by Targeted Section 3 workers. If Section 3 benchmarks are not met, the Subrecipient's qualitative efforts must be reported in a manner required by 24 CFR 75.25(b).

Subrecipients shall provide Section 3 Reporting quarterly to Commerce Grant Manager by the 5th of each quarter (January 5, April 5, July 5, and October 5). For Section 3 Reporting, subrecipients should complete and return the Project Implementation Plan template to Commerce.

7. Request for Funds must be submitted as required by Commerce and in accordance with the **Project Description and Deliverables**, **Project Budget and Activity Work Plan.**

8. All forms referenced herein are available online or upon request from Commerce's grant manager for this Subrecipient Agreement.

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Attachment H – Warranties and Representations

Financial Management

Subrecipient's financial management system must comply with the provisions of 2 CFR 200 (and particularly 2 C.F.R 200.302 titled "Financial Management"), section 218.33, Florida Statutes, and include the following:

(1) Accurate, current and complete disclosure of the financial results of this project or program.

(2) Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.

(3) Effective control over and accountability for all funds, property and other assets. Subrecipient shall safeguard all assets and assure that they are used solely for authorized purposes.

(4) Comparison of expenditures with budget amounts for each Request for Funds (RFF). Whenever appropriate, financial information should be related to performance and unit cost data.

(5) Written procedures to determine whether costs are allowed and reasonable under the provisions of the 2 CFR 200 (and particularly 2 CFR 200, Subpart E, titled "Costs Principles") and the terms and conditions of this Subrecipient Agreement.

(6) Cost accounting records that are supported by backup documentation.

Competition

All procurement transactions must follow the provisions of 2 CFR 200.318-200.327 and be conducted in a manner providing full and open competition. Subrecipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids or requests for proposals shall be excluded from competing for such procurements. Awards must be made to the responsible and responsive bidder or offeror whose proposal is most advantageous to the program, considering the price, quality and other factors. Solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill in order for the bid or offer to be evaluated by Subrecipient. Any and all bids or offers may be rejected if there is a sound, documented reason.

Codes of Conduct

Subrecipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer or agent shall participate in the selection, award or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in a tangible personal benefit from a firm considered for a contract. The officers, employees and agents of Subrecipient shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors or parties to subcontracts. The standards of conduct must provide for disciplinary actions to be applied for violations of the standards by officers, employees or agents of the Subrecipient. (*See* 2 CFR 200.318(c)(1))

Business Hours

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 Subrecipient shall have all current licenses and permits required for all of the particular work for which they are hired by Subrecipient.

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Attachment I – Audit Requirements

The administration of resources awarded by Commerce to 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 CFR 200, Subpart F - Audit Requirements, and section 215.97, Florida Statutes, 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 CFR 200.425, or other procedures. By entering into this Subrecipient Agreement, Subrecipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by Commerce. In the event Commerce determines that a limited scope audit of Subrecipient is appropriate, Subrecipient agrees to comply with any additional instructions provided by Commerce staff to Subrecipient regarding such audit. 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 Subrecipient is a state or local government or nonprofit organization as defined in 2 CFR 200.1.

1. A Subrecipient that expends $750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. **EXHIBIT 1** to this form lists the federal resources awarded through Commerce by this Subrecipient Agreement. In determining the federal awards expended in its fiscal year, Subrecipient 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 in 2 CFR 200.502-503. An audit of the Subrecipient conducted by the Auditor General in accordance with the provisions of 2 CFR 200.514 will meet the requirements of this Part.

2. For the audit requirements addressed in Part I, paragraph 1, Subrecipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.

3. A Subrecipient that expends less than $750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If Subrecipient expends less than $750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from Subrecipient resources obtained from other than federal entities).

PART II: STATE FUNDED. This part is applicable if Subrecipient is a non-state entity as defined by section 215.97(2), Florida Statutes.

1. In the event that Subrecipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such Subrecipient (for fiscal years ending June 30, 2017, and thereafter), Subrecipient must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, Florida Statutes; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **EXHIBIT 1** to this form lists the state financial assistance awarded through Commerce by this Subrecipient Agreement. In determining the state financial assistance expended in its fiscal year, Subrecipient shall consider all sources of state financial assistance, including state financial assistance received from Commerce, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.

2. For the audit requirements addressed in Part II, paragraph 1, Subrecipient shall ensure that the audit complies

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with the requirements of section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If Subrecipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of section 215.97, Florida Statutes, is not required. If 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, Florida Statutes, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from Subrecipient's resources obtained from other than state entities).

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to section 215.97(8), FLORIDA STATUTES, 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, FLORIDA STATUTES In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

N/A

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of Subrecipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.1 and §200.512.

   The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

2. Copies of financial reporting packages required by Part II of this form shall be submitted by or on behalf of Subrecipient directly to each of the following:

   a. Commerce at each of the following addresses:

   Electronic copies (preferred):
   Audit@Commerce.fl.gov

   or

   Paper (hard copy):
   Department of Commerce
   MSC # 75, Caldwell Building
   107 East Madison Street
   Tallahassee, FL 32399-4126

   b. The Auditor General's Office at the following address:

   Auditor General
   Local Government Audits
   342 Claude Pepper Building, Room 401
   111 West Madison Street
   Tallahassee, Florida 32399-1450

   The Auditor General's website (https://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or the management letter required by Part III of this form shall be submitted by or on behalf of

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Subrecipient directly to:

Electronic copies (preferred):	or	Paper (hard copy):
Audit@Commerce.fl.gov		Department of Commerce MSC # 75, Caldwell Building 107 East Madison Street Tallahassee, FL. 32399-4126

4. Any reports, management letters, or other information required to be submitted to Commerce pursuant to this Subrecipient Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Subrecipients, when submitting financial reporting packages to Commerce for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to Subrecipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION. Subrecipient shall retain sufficient records demonstrating its compliance with the terms of this Subrecipient Agreement for a period of five (5) years from the date the audit report is issued, or six (6) state fiscal years after all reporting requirements are satisfied and final payments have been received, whichever period is longer, and shall allow Commerce, or its designee, CFO, or Auditor General access to such records upon request. 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 six (6) years from the date the audit report is issued, unless extended in writing by Commerce. 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.

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Exhibit 1 to Attachment I – Funding Sources

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

Federal Awarding Agency:	U.S. Department of Housing and Urban Development
Federal Funds Obligated to Subrecipient:	**$5,861,500.00**
Catalog of Federal Domestic Assistance Title:	Community Development Block Grants/State's Program and Non-Entitlement Grants in Hawaii
Catalog of Federal Domestic Assistance Number:	14.228
Project Description: This is not a research and development award.	Funding is being provided for needed improvements to benefit low- and moderate-income persons residing in Subrecipient's jurisdiction.

Compliance Requirements Applicable to the Federal Resources Awarded Pursuant to this Subrecipient Agreement are as Follows:

Federal Program

1. Subrecipient shall perform its obligations in accordance with sections 290.0401- 290.048, Florida Statutes.
2. Subrecipient shall perform its obligations in accordance with 24 CFR 570.480–570.497.
3. Subrecipient shall perform the obligations as set forth in this Subrecipient Agreement, including any attachments or exhibits thereto.
4. Subrecipient shall perform the obligations in accordance with Chapter 73C-23.0051(1) and (3), F.A.C.
5. Subrecipient shall be governed by all applicable laws, rules and regulations, including, but not necessarily limited to, those identified in Award Terms & Conditions and Other Instructions of Subrecipient's Notice of Subgrant Award/Fund Availability (NFA).

State Resources Awarded to the Subrecipient Pursuant to this Subrecipient 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 Subrecipient Agreement are as Follows: *N/A*

NOTE: Title 2 CFR 200.331 and section 215.97(5), Florida Statutes, require that the information about Federal Programs and State Projects included in **Exhibit 1** and the Notice of Subgrant Award/Fund Availability be provided to the Subrecipient.

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Attachment J – Audit Compliance Certification

Email a copy of this form within 60 days of the end of each fiscal year in which this subgrant was open to audit@Commerce.fl.gov.	
Subrecipient:	
FEIN:	Subrecipient's Fiscal Year:
Contact Name:	Contact's Phone:
Contact's Email:	

1. Did 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 Subrecipient and the Department of Commerce (Commerce)?
   ☐ Yes ☐ No

   If the above answer is yes, answer the following before proceeding to item 2.

   Did 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?

   ☐ Yes ☐ No

   If yes, Subrecipient certifies that it will timely comply with all applicable State single or project-specific audit requirements of Section 215.97, Florida Statutes and the applicable rules of the Department of Financial Services and the Auditor General.

2. Did 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 Subrecipient and Commerce? ☐ Yes ☐ No

   If the above answer is yes, also answer the following before proceeding to execution of this certification:

   Did Subrecipient expend $750,000 or more in federal awards (from Commerce and all other sources of federal awards combined) during its fiscal year? ☐ Yes ☐ No

   If yes, Subrecipient certifies that it will timely comply with all applicable single or program-specific audit requirements of 2 CFR 200, subpart F, as revised.

By signing below, I certify, on behalf of Subrecipient, that the above representations for items 1 and 2 are true and correct.

Signature of Authorized Representative	Date
Printed Name of Authorized Representative	Title of Authorized Representative

DocuSign Envelope ID: 347DCB59-DF3C-4658-B6FC-DBB7A2AE48C5

Attachment K – Subrecipient Enterprise Resource Application (SERA) Form

Attachment K will be provided after the Effective Date of this Subrecipient Agreement

DocuSign Envelope ID: 347DCB59-DF3C-4658-B6FC-DBB7A2AE48C5

Attachment L
2 CFR Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. § 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR 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, 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 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 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 (18 U.S.C. 874 and 40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 CFR 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 5). Under 40 U.S.C.§ 3702 of the Act, each contractor must be

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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 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 1986 Comp., p. 189) and 12689 (3 CFR 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 2 CFR 200.323 - Procurement of recovered materials.

(K) See 2 CFR 200.216 - Prohibition on certain telecommunications and video surveillance services or equipment.

(L) See 2 CFR 200.322 - Domestic Preferences for procurements.

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

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Attachment M

State of Florida
Department of Commerce

Federally Funded
Community Development Block Grant
Disaster Recovery (CDBG-DR) Subrogation Agreement

This Subrogation and Assignment Agreement ("Agreement") is made and entered by and between City of Pensacola ("Subrecipient") and the State of Florida, Department of Commerce ("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-Disaster Recovery Program (the "CDBG-DR 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 "Disaster Program" and collectively, the "Disaster Programs") that was the basis of the calculation of Grant Proceeds paid or to be paid to Subrecipient under the CDBG-DR 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-DR 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 Subrecipient would be entitled to under any applicable Disaster 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-DR Program, the Policies, any amounts received under the Disaster 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.

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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 Commerce, if Subrecipient received Grant Proceeds under the CDBG-DR 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 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 Subrecipient. Subsequent DOB Proceeds shall be disbursed as follows:

1. If Subrecipient has received full payment of the Grant Proceeds, any Subsequent DOB Proceeds shall be retained by Commerce.
2. If 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 Subrecipient, and all Subsequent DOB Proceeds shall be returned to Subrecipient.
3. If 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 Subrecipient; and (B) any remaining Subsequent DOB Proceeds shall be retained by Commerce.
4. If Commerce makes the determination that Subrecipient does not qualify to participate in the CDBG-DR Program or Subrecipient determines not to participate in the CDBG-DR Program, the Subsequent DOB Proceeds shall be returned to 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, 18 U.S.C. § 1001, and 31 U.S.C. § 3729.

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The person executing this Agreement on behalf of 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 PENSACOLA, FLORIDA.		**DEPARTMENT OF COMMERCE**	
By	Signature	**By**	Signature
	D.C. Reeves		**J. Alex Kelly**
Title	**Mayor**	**Title**	**Secretary**
Date		**Date**	

File #: 24-366 Agenda Conference 5/6/2024

LEGISLATIVE ACTION ITEM

SPONSOR: Mayor D.C. Reeves

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION NO. 2024-39 FLORIDA COMMERCE COMMUNITY DEVELOPMENT BLOCK GRANT NO. HS010 - DISASTER RECOVERY FUNDING FOR REBUILD FLORIDA HOUSING REPAIR AND REPLACEMENT PROGRAM

RECOMMENDATION:

That City Council adopt Supplemental Budget Resolution No. 2024-39.

A RESOLUTION AUTHORIZING AND MAKING RESOLUTIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2024; PROVIDING FOR AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

This supplemental budget resolution will appropriate funding for the CDBG-DR Rebuild Florida Housing Repair and Replacement Program in the amount of $5,861,500 to assist low and moderate income owner occupants with Hurricane Sally recovery.

PRIOR ACTION:

Not applicable.

FUNDING:

Budget:

$5,861,500	CDBG-DR grant
$250,000	ARPA funds
$6,111,500	PROJECT TOTAL

FINANCIAL IMPACT:

This project will be funded by the CDBG-DR grant as made available through the Florida

Department of Commerce.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

David Forte, Deputy City Administrator
Amy Lovoy, Finance Director
Meredith Reeves, Housing Department Administrator

ATTACHMENTS:

1. Supplemental Budget Resolution No. 2024-39
2. Supplemental Budget Explanation No. 2024-39

PRESENTATION: No

RESOLUTION
NO. 2024-39

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2024; PROVIDING FOR AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA

SECTION 1. The following appropriations from funds on hand in the fund accounts stated below, not heretofore appropriated, and transfer from funds on hand in the various accounts and funds stated below, heretofore appropriated, be, and the same are hereby made, directed and approved to-wit:

A. SPECIAL GRANTS FUND

As Reads	Federal Grant	40,831,613
Amended To Read:	Federal Grant	46,693,113
As Reads	Personnel Services	386,341
Amended To Read:	Personnel Services	777,341
As Reads	Operating Expenses	4,324,078
Amended To Read:	Operating Expenses	4,491,578
As Reads	Grants & Aids	1,297,214
Amended To Read:	Grants & Aids	6,600,214

SECTION 2. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 3. This resolution shall become effective on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted: _____

Approved: _____
President of City Council

Attest:

_____
City Clerk

THE CITY OF PENSACOLA

MAY 2024 - SUPPLEMENTAL BUDGET RESOLUTION - CDBG- DISASTER RECOVERY FUNDING FOR REBUILD FL HOUSING R&R PROGRAM- Explanation - RES NO. 2024-39

FUND	AMOUNT	DESCRIPTION
SPECIAL GRANTS FUND		
Estimated Revenues		
Federal Grant	5,861,500	Increase appropriation for Federal Grant - CDGB - Disaster Recovery - Rebuild FL Housing R&R Program
Total Revenues	5,861,500	
Appropriations		
Personnel Services	391,000	Increase appropriation for Personnel Services
Operating Expenses	167,500	Increase appropriation for Operating Expenses
Grant & Aids	5,303,000	Increase appropriation for Grant & Aids
Total Appropriations	5,861,500	

File #: 24-368 Agenda Conference 5/6/2024

LEGISLATIVE ACTION ITEM

SPONSOR: Mayor D.C. Reeves

SUBJECT:

PROPOSED ORDINANCE NO. 2-24 - AMENDING TITLE III OF THE CODE OF THE CITY OF PENSACOLA - CHAPTER 3-3 PURCHASING

RECOMMENDATION:

That City Council approve Proposed Ordinance No. 2-24 on first reading:

AN ORDINANCE AMENDING TITLE III OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, AMENDING PURCHASING, CHAPTER 3-3. IN GENERAL, ARTICLE I, SECTION 3-3-1, CONTRACTS FOR PUBLIC WORK AND PURCHASES OF OTHER COMMODITIES AND SERVICES; LOWEST AND BEST RESPONSIBLE BIDDER; REJECTION OF BIDS; APPROVAL OF COUNCIL AND MAYOR; EMERGENCY PURCHASES; SECTION 3-3-3, SMALL BUSINESS ENTERPRISE PROGRAM; SECTION 3-3-5, PROHIBITED CONDUCT BY BIDDERS; CREATING SECTION 3-3-13, USE OF FEDERAL FUNDS IN PROCUREMENTS; PROVIDING FOR SEVERABILITY, REPEALING CLAUSE, AND PROVIDING AN EFFECTIVE DATE.

HEARING REQUIRED: Public Hearing Required

SUMMARY:

Currently, formal Procurements and Council approvals are required for any public works or improvement project. Anything not considered an improvement project is considered a service or commodity. The current purchasing ordinance gives the Mayor the ability to contract for services or commodities without further action from the Council if it has been adopted in the budget. The revised ordinance will refine this by creating a specific definition for a "service" as follows:

> *Services means those services within the scope of the practice of architecture; professional engineering; landscape architecture; registered surveying and mapping; legal work including but not limited to attorney, paralegal, expert witness, appraisal or mediator services; professional consulting including technical consulting; services provided by academic organizations; individual lectures; health and medical services; employee assistance and training services; marketing and marketing research consulting and advisory consulting.*

Services shall also include those information technology related services that include but are not limited to network security, server maintenance and enhancement, software maintenance and upgrades, communication, data and internet services, computer software licenses, payment processing services and computer system subscription services

Projects or contracts that have been budgeted and fall within this definition or the definition of a commodity may be contracted by the Mayor without further action by the Council in keeping with all federal and state laws. Projects falling outside the definition of a service or commodity will be considered a public works or improvement project. The Ordinance will be further revised to increase the Mayor's authority to contract for public works and improvement projects from $25,000 to $100,000 and from $100,000 to $150,000 if contracting with a tier-one city certified small business enterprise (SBE).

Other changes include:

- Including "artistic works" in the definition of a commodity
- Clarifying that budgets are adopted at the fund level, subject to approved policies
- Clarifying that bids should be awarded to the lowest AND most responsive and responsible bidder.
- Expanding the allowance for the purchase of pre-bid contracts to industry norms which is to include purchasing from federal and state contracts as well as cooperative contracts.
- Including the Mayor in those prohibited from talking with vendors responding to a solicitation during the black-out period.
- Provides an express requirement to follow all applicable federal and state laws.

PRIOR ACTION:

August 13, 1981 - Ordinance No. 33-81 - That contracts for services of any nature are not required to go through the bidding process at the discretion of the City Council. The City Manager is hereby authorized to enter into any contract for services that does not amount to an expenditure exceeding $2,500 in any twelve-month period, provided that the funding thereof has been approved by the City Council in the annual budget.

November 19, 1987 - Ordinance No. 48-87 - Providing for the purchase of commodities from vendors under state purchasing contracts or from vendors at the federal contract prices or from purchasing specialized items from sole source vendors without competitive bids.

October 18, 1990 - Ordinance No. 53-90 - Providing for the awarding of contracts for the purchase of commodities and services by invitation to bid, request for proposals, or other method deemed appropriate by the City Council and other matters related thereto.

August 8, 1996 - Ordinance No. 34-96 - Modifying the limits of the city manager’s purchasing authority to $10,000.

September 11, 1997 - Ordinance No. 31-97 - Modifying the limits of the city manager's purchasing authority to be able to purchase commodities and/or services under the provisions of state purchasing contracts from vendors at federal contract prices and from any vendor so long as purchases are at or below listed state/federal contract prices or other municipal governments or agencies providing the vendor extends the same terms and conditions of the contract to the City or from purchasing specialized items from sole source vendors without competitive bids.

January - 12, 2006 - Ordinance No. 02-06 - City Manager has the authority to award all contracts for the purchase of commodities and services with a value not in excess of $25,000 without competitive bids.

April 9, 2009 - Ordinance No. 09-09 - The city manager has the authority to award all contracts for the purchase of commodities and services with a value not in excess of $25,000 or $50,000 if contracting with a city certified small business enterprise (SBE) without competitive bids.

May 13, 2010 - Ordinance No. 12-10 - Provides a period of time prohibiting contact with Council members by bidders during a the time a project is advertised up until the time that the project has been awarded by City Council.

April 8, 2010 - Ordinance No. 09-10 - Modifying the limits of the City Manager's purchasing authority to increase the spending authority from $50,000 to $100,000 to allow the City to direct more opportunities for doing business with the City to businesses that are certified SBEs. If not a SBE, then spending authority is still limited to $25,000.

September 9, 2010 - Ordinance No. 16-10 - Amending the Code of the City of Pensacola to conform the Code to the provisions of the 2010 City Charter - Replaced all references to City Manager with references to Mayor, etc.

April 24, 2014 - Ordinance No. 18-14 - Amending the definition of "specifically adopted" with regards to the annual budget – Contracts for public work and purchases of other commodities and services; lowest and best responsible bidder; rejections of bids; approval of Council and Mayor; emergency purchases

May 8, 2014 - Ordinance No.19-14 - Requiring Council approval of contracts exceeding a term of three years.

FUNDING:

N/A

FINANCIAL IMPACT:

N/A

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

4/22/2024

STAFF CONTACT:

Kerrith Fiddler, City Administrator
Amy Lovoy, Finance Director
Dedria Lunderman, Purchasing Manager

ATTACHMENTS:

1. Proposed Ordinance No. 2-24
2. Business Impact Estimate

PRESENTATION: No

PROPOSED
ORDINANCE NO. 2-24

ORDINANCE NO. ____

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE AMENDING TITLE III OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, AMENDING PURCHASING, CHAPTER 3-3. IN GENERAL, ARTICLE I, SECTION 3-3-1, CONTRACTS FOR PUBLIC WORK AND PURCHASES OF OTHER COMMODITIES AND SERVICES; LOWEST AND BEST RESPONSIBLE BIDDER; REJECTION OF BIDS; APPROVAL OF COUNCIL AND MAYOR; EMERGENCY PURCHASES; SECTION 3-3-3, SMALL BUSINESS ENTERPRISE PROGRAM; SECTION 3-3-5, PROHIBITED CONDUCT BY BIDDERS; CREATING SECTION 3-3-13, USE OF FEDERAL FUNDS IN PROCUREMENTS; PROVIDING FOR SEVERABILITY, REPEALING CLAUSE, AND PROVIDING AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA

SECTION 1. Section 3-3-1 of the Code of the City of Pensacola, Florida, is hereby amended to read as follows:

Sec. 3-3-1. Contracts for public work and purchases of other commodities and services; lowest and best responsible bidder; rejection of bids; approval of council and mayor; emergency purchases.

(a) Definitions. The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Commodity means any of the various supplies, materials, equipment, goods, artistic works, merchandise and all other personal property purchased, leased or otherwise contracted for by the city.

Invitation to bid means a written solicitation for sealed competitive bids with the title, date, and hour of the public bid opening designated and specifically defining the commodity, group of commodities or services for which bids are sought. It includes instructions prescribing all conditions for bidding and shall be distributed to all prospective bidders simultaneously. The invitation to bid is normally used when the city is capable of specifically defining the scope of work for which a contractual service is required or when the city is capable of establishing precise specifications defining the actual commodity or group of commodities required.

Request for proposals means a written solicitation for sealed proposals with the title, date, and hour of the public opening designated. The request for proposals is normally used when it would be difficult for the city to specifically define the scope of work for which the commodity, group of commodities, or contractual service is required and when the city is requesting that a qualified vendor propose a commodity, group of commodities or contractual service to meet the needs of the city. A request for proposals should include, but is not limited to, general information, applicable laws and rules, functional or general specifications, statement of work, proposed instructions, and evaluation criteria. Requests for proposals should state the relative importance of price and any other evaluation criteria.

Services means those services within the scope of the practice of architecture; professional engineering; landscape architecture; registered surveying and mapping; legal work including but not limited to attorney, paralegal, expert witness, appraisal or mediator services; professional consulting including technical consulting; services provided by academic organizations; individual lectures; health and medical services; employee assistance and training services; marketing and marketing research consulting and advisory consulting. Services shall also include those information technology related services that include but are not limited to network security, server maintenance and enhancement, software maintenance and upgrades, communication, data and internet services, computer software licenses, payment processing services and computer system subscription services.

(b) Purchases of commodities and services. The purchase of commodities and services ~~that have been specifically adopted in the annual budget within a program of a department, division, office or similar or appropriated by council~~ may be contracted for ~~or purchased~~ by the mayor without further action of council, so long as funds sufficient for such commodities and services have been specifically adopted in the annual budget or appropriated by council. ~~Subject to the authority granted in subsections (c) and (d) of this section, regarding tier one city certified small business enterprises, the purchase of or contracting for commodities or services in an amount of $25,000.00, that has not been specifically adopted in the annual budget or appropriated by council, must be approved by council prior to purchase or contract.~~ All annual budgets are adopted at the fund level and subject to all approved financial policies and any state laws. All contracts for commodities or services that exceed a term of three years shall be approved by the city council.

(c) Public works and improvements. Unless otherwise provided for in state statute, ~~A~~ any public work or improvement may be executed either by contract, or by direct labor, as may be determined by the ~~council~~ mayor; if the cost does not exceed ~~$25,000.00~~ $100,000.00, or does not exceed ~~$100,000.00~~ $150,000.00 if contracting with a tier one city certified small business enterprise (SBE), the mayor may make the determination and has the authority to award the related contract(s). ~~Before authorizing the~~

~~direct execution of any work or improvement costing more than $25,000.00, or $100,000.00 if contracting with a tier one city certified small business enterprise (SBE), detailed plans and estimates shall be submitted to the council by the mayor unless the council does not require the same~~. Contracts for public work or improvement in excess of ~~$25,000.00~~, $100,000.00, or ~~$100,000.00~~ $150,000.00 if contracting with a tier one city certified small business enterprise (SBE), shall be signed by the mayor after approval thereof by the city council. When the invitation to bid procedure is utilized, contracts for all such works or improvements at an estimated cost in excess of ~~$25,000.00~~ $100,000.00, or ~~$100,000.00~~ $150,000.00 if contracting with a tier one city certified small business enterprise (SBE), ~~or more~~ shall be awarded to the lowest and ~~best~~ most responsive and responsible bidder after such public advertisement and open, transparent and fair competition ~~as may be prescribed by ordinance~~, and there shall be a separate accounting for each work or improvement so executed. The mayor shall have the authority to reject all bids and advertise again. Contract advertisements shall contain a reservation of the foregoing right. The most responsive and responsible bidder shall mean an entity or individual that has submitted a response that conforms in all material respects to the issued scope of work and in the City's sole discretion has the capability in all respects to fully perform the contract requirements with integrity and reliability.

~~(d) The mayor has the authority to award all contracts for the purchase of commodities and services with a value not in excess of $25,000.00, or $100,000.00 if contracting with a tier one city certified small business enterprise (SBE) without competitive bids. Whenever the purchase of commodities or services with an estimated cost in excess of $25,000.00, or $100,000.00 if contracting with a tier one city certified small business enterprise (SBE) is contemplated by the city, the council shall reserve the option to utilize the invitation to bid procedure, request for proposals, informal quotes or to authorize the mayor to negotiate, depending upon which alternative is deemed by the council to be in the best interest of the city.~~

(~~e~~d) The mayor shall have the authority to make emergency purchases for commodities and/or services without competitive bids under circumstances where the delay incident to giving opportunity for competitive bidding would be detrimental to the interest of the city; all such purchases shall be reported to the city council at its next regularly scheduled meeting.

(~~f~~e) Nothing contained herein shall be construed to prevent the city from purchasing commodities and/or services under the provisions of federal or state purchasing contracts pursuant to F.S. § 287.042(2) or authorized purchasing cooperatives such as the Florida Sheriff's Association Cooperative Agreements, as the same may be amended from time to time, from vendors at federal contract prices, and from any vendor so long

as purchases are at or below listed state/federal contract price; from contracts of other municipal governments or other governmental agencies or political subdivisions providing the vendor extends the same terms and conditions of the contract to the city; or from purchasing specialized items from sole source vendors without competitive bids.

~~(g) The mayor is hereby authorized to enter into any contract for services or make purchases of commodities that do not exceed $25,000.00, or $100,000.00 if contracting with a tier one city certified small business enterprise (SBE), in any 12-month period. The 12-month period limitation applies to the purchase of commodities or services from a single vendor for the same project.~~

(~~h~~f) All purchases are subject to availability of funds in the city's budget.

Sec. 3-3-2 Contractual Liability.

No liability shall be enforceable against the city upon any contract not supported by previous appropriation, nor shall the city be liable for any service, material or supplies furnished to the city or any department, office or division thereof, the financial requirements of which are to be met out of the proceeds of taxes or of any other funds controlled by the council, unless the council shall previously have made the appropriation therefor. In the event that contracts are made to extend over a period longer than one year and are to be met from current receipts of the city, it shall be lawful for the council to make appropriations sufficient to answer the requirements of any such contracts for only one year, and the contract shall be legal and binding upon the city notwithstanding no appropriation has been made for the ensuing years over which it is to be operative, and it shall be the duty of the council to make appropriations from year to year as required for the purpose of the contracts. The obligations of the city under the contracts shall not be considered to be part of the indebtedness of the city. The continuing contracts shall not be legal unless authorized by a vote of eight members of the council.

SECTION 2. Section 3-3-3 of the Code of the City of Pensacola, Florida, is hereby amended to read as follows:

Sec. 3-3-3. Small business enterprise program.

(a) *Small business enterprise (SBE) policy.* The policy of the city is to create economic opportunities for certified local area small business enterprises (hereinafter referred to as "SBE") by establishing a program providing for the encouragement of such enterprises to compete for contracts and subcontracts for goods, services, and construction purchased by and for the city. This policy is to be implemented in conjunction with the purchasing policy and procedures manual, without sacrificing cost effectiveness based on the lowest and best responsible bidder criteria. It is further the policy of the city, to ensure that all segments of the community,

including minority-owned and women-owned business establishments, have an effective opportunity to participate in the city's purchasing program. In furtherance of this goal, the city's policy is to require necessary information from prospective contractors and suppliers of goods and services regarding their minority-owned or women-owned status and that of any subcontractors involved in bids on city business.

(b) *Mayor authority.* The mayor is hereby authorized to establish a program for the purchasing and contracting activities of the city, directed toward providing economic opportunities to local area certified small business enterprises where practical and feasible. The program which is authorized by this section shall include the following elements:

(1) Definitions. The following words, terms and phrases, when used in this subsection (b), shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Certified small business enterprise means a business that has been certified by the city, the state department of general services, or another governmental agency to be a certified small business enterprise.

Local area means that geographic area within the boundaries of Escambia County and Santa Rosa County, Florida.

Participation goal means the percentage goal as determined by the contract coordinator for a specific project based on review of specifications and available certified SBE firms.

Purchasing policy means those rules and procedures adopted by the city which govern, without exception, all purchases made by and for the city.

Small business joint venture means a joint business association of small businesses and non small business firms. The small business firms shall receive a share of contract dollars proportionate to the percentage participation it represents in the joint venture.

Tier one small business means an independently owned and operated business concern which employs 15 or fewer permanent full-time employees, and which has a net worth of not more than $1,000,000.00. As applicable to sole-proprietorships, the $1,000,000.00 net worth shall include both personal and business investments. Goods and services provided by tier one small businesses may be purchased under the mayor's spending authority up to ~~$100,000.00~~ $150,000.00.

Tier two small business means an independently owned and operated business concern which employs 50 or fewer permanent full-time employees, and which has a net worth of not more than $1,000,000.00. As applicable to sole-proprietorships, the $1,000,000.00 net worth shall include both personal and business investments.

(2) The program to be developed and implemented by the mayor may have applicability to all purchasing and contracting, including, but not limited to, formal bidding, competitive bidding, and direct purchases by the city.

(3) In the development and implementation of this program, the mayor may review all feasible sources of small business enterprise participation in city contracting and purchasing programs and to develop a pool of available concerns to be utilized. The mayor may also be authorized to evaluate each contracting and purchasing opportunity and to establish a participation goal utilizing available small business enterprises to be required of all potential bidders, contractors, or suppliers. In evaluating competitive bids, the mayor may make a determination and so recommend to council regarding whether or not a bidder has either met the established participation goal or has demonstrated good faith efforts towards meeting such goal. In the event that a bidder is determined by city council, upon the recommendation of the mayor to not have met an established participation goal and not have evidenced sufficient good faith efforts towards meeting such goal, the city council may determine that such bid was nonresponsive.

(4) The mayor may require prospective bidders or contractors to supply such information as the mayor may require pertaining to the minority-owned or women-owned status of the bidder or contractor, or of any subcontractor involved in the project. This information may be collected and monitored by the mayor for purposes of determining the extent of participation by such firms in the city's contracting program.

(c) *Quarterly reports.* The mayor shall provide the city council with quarterly reports describing the operation and effectiveness of the small business enterprise program. The reports submitted by the mayor shall include information regarding the rates of participation by minority-owned and women-owned enterprises in the city's contracting program.

Sec. 3-3-4. Advertisements.

All advertisements for bids relative to contracts for public work or improvement, prescribed in section 3-3-1, and all other advertisements for bids relative to contracts for the purchase of materials and supplies, which are required by law to be published, shall be published once a week for two weeks in a newspaper published in the city which meets the requirements of F.S. § 50.031.

SECTION 3. Section 3-3-5 of the Code of the City of Pensacola, Florida, is hereby amended to read as follows:

Sec. 3-3-5. Prohibited conduct by bidders.

(a) Prohibited conduct. Upon the publication of any solicitation for sealed bids, requests for proposals, requests for qualifications, or other solicitation of interest or invitation to negotiate by any authorized representative of the

city, any party interested in submitting a bid, proposal, or other response reflecting an interest in participating in the purchasing or contracting process shall be prohibited from engaging in any communication pertaining to formal solicitations with a member of the city council, mayor or any member of a selection/evaluation committee for RFQs or RFPs, whether directly or indirectly or through any representative or agent, whether in person, by mail, by facsimile, by telephone, by electronic communications device, or by any other means of communication, until such time as the city council, mayor or member of a selection/evaluation committee has completed all action with respect to the solicitation. Any such communication shall be directed to the city's purchasing manager or designee. In the event the mayor or a~~A~~ny member of council or committee receive~~sing~~ a communication prohibited by this section, such recipient shall be obligated to disclose such communication to the entire city council prior to council taking any action with respect to the solicitation.

(b) Sanctions. The city council may impose any one or more of the following sanctions upon a bidder or proposer for a violation of the policy set forth in this section:

(1) Rejection or disqualification of the submittal;

(2) Termination of any contract with the city; or

(3) Suspension or debarment from future participation in contracting opportunities with the city for a period of time to be determined by council, not to exceed five years in length.

With respect to the sanctions of termination of contracts, or suspension or debarment, council shall provide an opportunity for a hearing before council prior to the imposition of such sanction, and the decision of council following such hearing shall be final subject only to judicial review within 30 days by petition for writ of certiorari.

(c) The mayor may designate the appropriate contracting official who shall be charged with the responsibility of including information pertaining to this policy to all prospective bidders or proposers.

Sec. 3-3-6. Purpose and Scope.

The purpose of this section, consistent with the legislative findings stated below, is to enable the city, through the purchasing manager, to undertake specific activities to prevent disparate treatment and its effects against business enterprises who have been certified as minority business enterprises ("MBEs") or woman business enterprises ("WBEs"). The mayor is hereby expressly delegated the necessary powers to effectuate the purpose of this section.

Sec. 3-3-7. Findings.

(a) The city council, after considering:

(1) The Report prepared by MGT of America entitled, "Comprehensive Disparity Study for the City of Pensacola, 2012" ("MGT Study") which found evidence of disparities between availability and utilization of woman- and minority-owned business enterprises and in the private sector; as well as

(2) Anecdotal evidence of disparate treatment against MBEs and WBEs by prime contractors; hereby adopts the following findings as a strong basis in evidence supporting a narrowly tailored, remedial program in city procurement.

(b) There exists a prima facie evidence showing that WBEs, and MBEs owned by African-Americans, Hispanics, Asian-Americans, Native Americans and Women, who have done business or attempted to do business in the private and public industries within the city and the Pensacola metropolitan area, have suffered and continue to suffer from disparate treatment by prime contractors. This disparate treatment has existed in private sector industry contracting in such work areas in which the city has been a passive participant. Because of such disparate treatment, such WBEs and MBEs have lacked equal opportunity to participate in such contracts. Such disparate treatment has prevented WBEs and MBEs from participating both in the city's contracting opportunities and in the private sector at a level which would have existed absent such disparate treatment.

(c) The city seeks to provide a level playing field and equal access for all prime contractors and subcontractors to participate in city procurement. The city also desires to reaffirm its commitment to full and fair opportunities for all firms to participate in its contracts.

(d) The MGT Study made recommendations for a minority- and women-owned business program for city procurement, emphasizing the establishment of project-specific goals, implementation of race- and gender-neutral measures, and enhancements to data gathering.

(e) Goals program.

(1) The city, therefore, finds and declares that it has a compelling governmental interest in prohibiting, preventing, and eliminating race and gender disparate treatment and its effects in city contracts, and for this purpose, adopts the specific program of good-faith efforts goals as set forth in this section. This program will be carefully structured to take into consideration factors such as present availability of such WBEs and MBEs to perform work on such city contracts, and to take into consideration statistical and anecdotal evidence of disparate treatment. The program is to be narrowly tailored to prevent and eliminate disparate treatment and its effects against such MBEs and WBEs with a minimum of burden on other contractors, including:

(2) The program does not impose a quota, set-aside, sheltered market or bid preference, never excludes any party, including nonminority- and non-woman-owned business enterprises, from competing for any contract, and never denies contracts for failure to meet project goals, if non-disparate treatment is

demonstrated by a showing of a good-faith attempt to comply with project goals established therein. The program provides for graduation from the program of MBEs and WBEs whose size indicates that they have had the opportunity to overcome the effects of disparate treatment.

(3) Definitions. The following words, terms and phrases, when used in this program, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Certification means an application procedure completed by a business enterprise to participate as a small, minority, or woman business enterprise under the M/WBE program.

Certified business enterprise means a small, minority, or women-owned business enterprise that has been certified by the city and/or certifying agencies approved by the city.

M/WBE means a certified minority and woman business enterprise, as defined herein, located in the Pensacola regional area.

Minority individual means an individual who is a citizen of the United States or a legal resident alien and who satisfies one or more of the following definitions as defined by the United States (U.S.) Census Bureau:

a. African Americans: U.S. citizens or lawfully admitted permanent residents having an origin in any of the black racial groups of Africa.

b. Hispanic Americans: U.S. citizens or lawfully admitted permanent residents of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish or Portuguese cultures or origins regardless of race.

c. Asian Americans: U.S. citizens or lawfully admitted permanent residents who originate from the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

d. Native Americans: U.S. citizens or lawfully admitted permanent residents who originate from any of the original peoples of North America and who maintain cultural identification through tribal affiliation or community recognition.

e. Women: U.S. citizens or lawfully admitted permanent residents who are non-Hispanic white females. Minority women were included in their respective minority category.

f. Disadvantaged Individual: An individual defined as disadvantaged for purposes of the federal disadvantaged business enterprise program (DBE) contained in 49 CFR part 26.

Minority-owned business means a business located in the Pensacola regional area, that is at least 51 percent owned by one or more minority individuals who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51

percent of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more minority individuals.

Pensacola regional area means the market area of four Florida counties: Escambia, Santa Rosa, Okaloosa, and Walton as well as Mobile, Alabama.

Proposal means a response to a request for proposal, request for information, request for qualifications, or city-requested informal quote.

Sec. 3-3-8. Rules and regulations; informal guidelines.

The mayor shall have the power and authority to adopt rules and regulations and/or informal guidelines to effectuate the purpose and operation of this section, including by way of example, but not by way of limitation, the determination of qualification of a business enterprise; the determination of good-faith criteria and efforts with respect to the meeting of contract goals; the determination of informal procurement procedures involving notification of MBEs and WBEs; the procedures, methods and criteria of certification and decertification of MBEs and WBEs; and graduation size standards and other criteria.

Sec. 3-3-9. Contracts excepted from this article.

In the case of a contract hereunder for which a part of the contract price is to be paid with funds from the United States Government or the state and for which the United States Government or the state has made applicable to such contract requirements, terms or conditions which are inconsistent with the terms of this section, the provisions of this section shall not apply to such contract to the extent of such inconsistency.

Sec. 3-3-10. Program review and sunset.

The city council shall hear annual reports from the mayor detailing the city's performance under the program.

(b) The city council will review these reports, including the annual participation goals and the city's progress towards meeting those goals and eliminating disparate treatment in its contracting activities and marketplace.

(c) Within five years after the effective date of this section, the city will review the operation of the program and the evidentiary basis for the program in order to determine whether the city has a continuing compelling interest in remedying disparate treatment against MBEs and WBEs in its marketplace, and the permissible scope of any narrowly tailored remedies to redress disparate treatment against MBEs or WBEs.

(d) This subdivision shall sunset on or before March 1, 2025.

Sec. 3-3-11. Purpose and scope of program.

The purpose of this section is to enable the city, through the mayor, to undertake specific activities to encourage veteran-owned business participation in the city procurement program. The mayor is hereby expressly delegated the necessary powers to effectuate the purpose of this section.

Sec. 3-3-12. Veterans business enterprise program.

(a) Veterans business enterprise is defined as a business that:

(1) Has been certified by the state department of management services to be a certified veterans business enterprise as set forth in F.S. § 295.187; and

(2) Has a principal place of business in Escambia or Santa Rosa County.

(b) A business which wishes to obtain a veterans business enterprise preference on a procurement must be certified by the state department of management services as a certified veterans business no later than the date of submittal of its bid, proposal, quote or qualification statement. Proof of certification is required.

(c) For solicitations by competitive sealed bidding and requests for quotation, the following bid preference scale shall apply to a responsive bid submitted by a responsible veterans business enterprise, provided its bid does not exceed the lowest responsive and responsible bid by more than the following:

(1) Fifteen percent on bids up to $1,500.00;

(2) Ten percent on bids from $1,500.01 to $19,999.99;

(3) Nine percent on bids from $20,000.00 to $39,999.99;

(4) Eight percent on bids from $40,000.00 to $59,999.99;

(5) Seven percent on bids from $60,000.00 to $79,999.99;

(6) Six percent on bids from $80,000.00 to $99,999.99;

(7) Five percent on bids from $100,000.00 to $149,999.99;

(8) Four percent on bids from $150,000.00 to $249,999.99;

(9) Three percent on bids from $250,000.00 to $499,999.99;

(10) Two percent on bids from $500,000.00 to $999,999.99; and

(11) One percent on bids for $1,000,000.00 or more.

Notwithstanding the foregoing, this bid preference shall not apply if the lowest responsive and responsible bid was submitted by another veterans business enterprise, a minority business enterprise or a woman business enterprise.

(d) For procurement by competitive sealed proposals and requests for qualifications, participation by veterans business enterprises will receive two percent of the points in the scoring as provided in the solicitation. A business which is both a veterans business enterprise and a minority business enterprise or a woman business

enterprise will receive a scoring credit for either its status as a veterans business enterprise or as a minority business enterprise or woman business enterprise, but not both as provided in the solicitation.

(e) The veterans business enterprise preference shall not apply to procurements where prohibited by law or disallowed by the terms of any grant or agreement with the state or federal government.

(f) The veterans business enterprise preference shall apply to solicitations issued by the city after the adoption of this section.

SECTION 4. Section 3-3-13 of the Code of the City of Pensacola, Florida, is hereby created to read as follows:

~~Secs. 3-3-13—3-3-29. – Reserved.~~

Sec. 3-3-13. Use of federal funds in procurements.

When procuring real property, goods and services under a federal award, the City shall comply with all aspects of federal and state law as applicable including but not limited to all aspects of 2CFR 200.318 through 2CFR 200.327.

Secs. 3-3-14—3-3-29. – Reserved.

SECTION 5. If any word, phrase, clause, paragraph, section or provision of this ordinance or the application thereof to any person or circumstance is held invalid or unconstitutional, such finding shall not affect the other provision or applications of the ordinance which can be given effect without the invalid or unconstitutional provisions or application, and to this end the provisions of this ordinance are declared severable.

SECTION 6. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 7. This ordinance shall take effect on the fifth business day after adoption, unless otherwise provided, pursuant to Section 4.03(d) of the City Charter of the City of Pensacola

Adopted: _____

Approved: _____
President of City Council

Attest:

_____
City Clerk

Business Impact Estimate

This form should be included in agenda packet for the item under which the proposed ordinance is to be considered, and must be posted on the City's website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:

PROPOSED ORDINANCE No. 2-24, AN ORDINANCE AMENDING TITLE III OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, AMENDING PURCHASING, CHAPTER 3-3. IN GENERAL, ARTICLE I, SECTION 3-3-1, CONTRACTS FOR PUBLIC WORK AND PURCHASES OF OTHER COMMODITIES AND SERVICES; LOWEST AND BEST RESPONSIBLE BIDDER; REJECTION OF BIDS; APPROVAL OF COUNCIL AND MAYOR; EMERGENCY PURCHASES; SECTION 3-3-3, SMALL BUSINESS ENTERPRISE PROGRAM; SECTION 3-3-5, PROHIBITED CONDUCT BY BIDDERS; CREATING SECTION 3-3-13, USE OF FEDERAL FUNDS IN PROCUREMENTS; PROVIDING FOR SEVERABILITY, REPEALING CLAUSE, AND PROVIDING AN EFFECTIVE DATE.

The City is of the view that the exception(s) to the Business Impact Estimate requirement that are checked off in a box below apply to the above-referenced proposed ordinance, although the City is implementing the procedure required by statutory law to ensure that no inadvertent procedural issue could impact the enactment of the proposed ordinance.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the
- ☐ The proposed ordinance is an emergency ordinance;
- ☒ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
  a. Part II of Chapter 163, *Florida Statutes*, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
  b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;

c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

Currently, formal Procurements and Council approvals are required for any public works or improvement project. Anything not considered an improvement project is considered a service or commodity. The current purchasing ordinance gives the Mayor the ability to contract for services or commodities without further action from the Council if it has been adopted in the budget. The revised ordinance will refine this by creating a specific definition for a "service" as follows:

Services means those services within the scope of the practice of architecture; professional engineering; landscape architecture; registered surveying and mapping; legal work including but not limited to attorney, paralegal, expert witness, appraisal or mediator services; professional consulting including technical consulting; services provided by academic organizations; individual lectures; health and medical services; employee assistance and training services; marketing and marketing research consulting and advisory consulting. Services shall also include those information technology related services that include but are not limited to network security, server maintenance and enhancement, software maintenance and upgrades, communication, data and internet services, computer software licenses, payment processing services and computer system subscription services

Projects or contracts that have been budgeted and fall within this definition or the definition of a commodity may be contracted by the Mayor without further action by the Council in keeping with all federal and state laws. Projects falling outside the definition of a service or commodity will be considered a public works or improvement project. The Ordinance will be further revised to increase the Mayor's authority to contract for public works and improvement projects from $25,000 to $100,000 and from $100,000 to $150,000 if contracting with a tier-one city certified small business enterprise (SBE).

Other changes include:
Including "artistic works" in the definition of a commodity
Clarifying that budgets are adopted at the fund level, subject to approved policies
Clarifying that bids should be awarded to the lowest AND most responsive and responsible bidder.
Expanding the allowance for the purchase of pre-bid contracts to industry norms which is to include purchasing from federal contracts and cooperative contracts as well as State contracts.
Including the Mayor in those prohibited from talking with vendors responding to a solicitation during the black-out period.
Provides an express requirement to follow all applicable federal and state laws.

2. Estimate of direct economic impact of the proposed ordinance on private, for-profit businesses in the City:

N/A

3. Estimate of direct compliance costs that businesses may reasonably incur:

N/A

4. Any new charge or fee imposed by the proposed ordinance:

None

5. Estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs:

N/A

6. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

15,000

7. Additional information (if any, but may wish to include the methodology used to derive information for #1 and #2, above. For example: City staff solicited comments from businesses in the City as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on City website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses based on feedback from businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not impose costs only upon businesses.):