

**AMENDMENT ONE
TO THE FEDERALLY FUNDED
COMMUNITY DEVELOPMENT BLOCK GRANT
MITIGATION PROGRAM (CDBG-MIT)
SUBRECIPIENT AGREEMENT**

On **April 19, 2022**, the State of Florida, Department of Commerce (“Commerce”), formerly known as the Florida Department of Economic Opportunity, and the **City of Lauderhill Board of City Commissioners** (“Grantee”) entered into agreement **MT049** (“Agreement”). Commerce and the Subrecipient may individually be referred to herein as a “Party” or collectively as the “Parties”.

WHEREAS, Section 5, Modification of Agreement, of the Agreement provides that any amendment to the Agreement shall be in writing executed by the Parties thereto; and

WHEREAS the Parties wish to amend the Agreement as set forth herein.

NOW THEREFORE, in consideration of the mutual covenants and obligations set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following:

1. On July 1, 2023, the Florida Department of Economic Opportunity was renamed to the Florida Department of Commerce. Effective July 1, 2023, all references throughout the Agreement to “Department of Economic Opportunity” or “DEO” are replaced with “Department of Commerce” or “Commerce” as appropriate.
2. **Section 28, Employment Eligibility Verification**, is hereby deleted in its entirety and replaced with the following:

(28) Employment Eligibility Verification,

- 1) 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/>.
- 2) In accordance with section 448.095, F.S., the State of Florida expressly requires the following:
 - (1) Every public agency and its contractors and subcontractors shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.
 - (2) An employer shall verify each new 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 C.F.R. 274a. Beginning July 1, 2023, a private employer with 25 or more

employees shall use the E-Verify system to verify a new employee's employment eligibility.

- 3) If an entity does not use E-Verify, the entity shall enroll in the E-Verify system prior to hiring any new employee or retaining any contract employee after the effective date of this Agreement.
3. **Attachment A, Scope of Work – Project Description and Deliverables**, is hereby deleted in its entirety and replaced with updated "Attachment A – Project Description and Deliverables", attached hereto and incorporated herein.:
4. **Attachment G, Reports, Section 3**, is hereby deleted in its entirety and replaced with the following:
 3. The Subrecipient shall closeout its use of the CDBG-MIT funds and its obligations under this Agreement by complying with the closeout procedures in 2 CFR § 200.344. Activities during this close-out period may include, but are not limited to making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances and accounts receivable to the Subrecipient) and determining the custodianship of records.

Notwithstanding the terms of 2 CFR 200.344, upon the expiration of this Agreement, the Subrecipient shall transfer to the recipient any CDBG-MIT funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG-MIT funds. Further, any real property under the Subrecipient's control that was acquired or improved in whole or in part with CDBG-MIT funds (including CDBG-MIT funds provided to the Subrecipient in the form of a loan) shall be treated in accordance with 24 CFR 570.503(b)(7).

6. **Attachment G, Reports, Section 6**, is hereby deleted in its entirety and replaced with the following:
 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 by the 10th of each quarter (January 10, April 10, July 10, and October 10). For Section 3 Reporting, Subrecipients should complete and return the Project Implementation Plan template to Commerce.

7. All other terms and conditions of the Subrecipient Agreement not otherwise amended remain in full force and effect.

~ Remainder Left Intentionally Blank ~

IN WITNESS HEREOF, by signature below, the Parties agree to abide by the terms, conditions, and provisions of Commerce Agreement Number **MT049**, as amended. This Amendment is effective on the date the last Party signs this Amendment.

CITY OF LAUDERHILL BOARD OF CITY COMMISSIONERS	FLORIDA DEPARTMENT OF COMMERCE
SIGNED:	SIGNED:
DESORAE GILES-SMITH	J. Alex Kelly
CITY MANAGER	SECRETARY
DATE:	DATE:

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

**OFFICE OF GENERAL COUNSEL
FLORIDA DEPARTMENT OF COMMERCE**

By: _____

Approved Date: _____

Attachment A – Project Description and Deliverables

1. **PROGRAM DESCRIPTION:** In April 2018, the U.S. Department of Housing and Urban Development (HUD) announced the State of Florida, Department of Economic Opportunity (Commerce would receive \$633,485,000 in funding to support long-term mitigation efforts following declared disasters in 2016 and 2017 through HUD's Community Development Block Grant Mitigation (CDBG-MIT) program. Awards were distributed on a competitive basis targeting HUD designated Most Impacted and Distressed (MID) Areas, primarily addressing the Benefits to Low-to-Moderate Income (LMI) National Objective. Additional information may be found in the Federal Register, Vol. 84, No. 169. The Florida Department of Economic Opportunity Commerce has apportioned the Federal Award to include the following initiatives: Critical Facility Hardening Program \$75,000,000; General Planning Support Program \$20,000,000; General Infrastructure Program \$475,000,000; and State Planning and Administration \$63,485,000.

This award has been granted under the **General Infrastructure Program**. Projects eligible for funding under this program must be from units of general local government (UGLG) include towns, cities, counties and villages. Eligible Activities include projects that demonstrably increase community resilience. The following types of infrastructure projects are encouraged:

- a) Restoration of critical infrastructure
- b) Renourishment of protective coastal dune systems and state beaches
- c) Building or fortifying buildings that are essential to the health, safety, and welfare of a community.
- d) Rehabilitation or construction of stormwater management systems
- e) Improvements to drainage facilities
- f) Reconstruction of lift stations and sewage treatment plants
- g) Road repair and improvement and bridge strengthening

2. **PROJECT DESCRIPTION:** The City of Lauderhill, Florida has been awarded Three Million One Hundred Twenty-Five Thousand Two Hundred Fifteen Dollars and Zero Cents (**\$3,125,215.00**) in CDBG- MIT (Community Development Block Grant - Mitigation) funding to complete sewer line projects that meet the Low/Moderate Income (LMI) National Objective, and which are also designated in the State of Florida's Action Plan as highest priority projects. The city has identified the most critical need areas to replace and/or rehabilitate water and sewer lines that have experienced numerous breaks, overflows, loss of strength, joint leaks and have deteriorated beyond their life expectancy. The risks mitigated by the project will be flood mitigation and reduction of loss of water and sewer conditions that create a threat to the health and welfare of the City's most critical need areas and vulnerable populations. There are 706 residents with a disability and 1,352 residents aged 60 years and older within the project areas. The project will benefit over 11,540 residents, of which 8,870 are low to moderate income (LMI) residing in the most densely populated critical need areas; Central Lauderhill, an Opportunity Zone, and East Lauderhill. The LMI for the project area is 77.338% and there are no matching funds.

3. **SUBRECIPIENT RESPONSIBILITIES:**

- A. Complete and submit to Commerce within thirty (30) days of Agreement execution a staffing plan which must be reviewed and approved by the Commerce Grant Manager prior to implementation. Should any changes to the staffing plan be deemed necessary, an updated plan must be submitted to Commerce for review and approval. The Staffing plan must

include the following:

1. Organizational Chart; and
 2. Job descriptions for Subrecipient's employees, contracted staff, vendors, and contractors.
- B. Develop and submit a copy of the following policies and procedures to the Commerce Grant Manager for review and approval within thirty (30) 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-MIT and State of Florida rules.
 3. Quality assurance and quality control system policies and procedures that comply with all applicable HUD CDBG-MIT and Commerce policies.
 4. Policies and procedures to detect and prevent fraud, waste and abuse that describe how the Subrecipient will verify the accuracy of applicant information, monitoring policy indicating how and why monitoring is conducted, the frequency of monitoring policy, and which items will be monitored, and procedures for referring instances of fraud, waste and abuse to HUD OIG Fraud Hotline (phone: 1-800-347-3735 or email hotline@hudoig.gov).
 5. Policies and procedures for the requirements under 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Award.
- C. Attend fraud related training offered by HUD OIG to assist in the proper management of the CDBG- MIT grant funds when available.
- D. Upload required documents into a system of record provided by Commerce.
- E. Complete and submit an updated Project Detail Budget (Attachment B) for review and approval by Commerce no later than thirty (30) days after Agreement execution. Any changes to the Project Detail Budget must be submitted in the monthly report submitted to Commerce for review and approval by the Commerce Grant Manager.
- F. Maintain organized Subrecipient agreement files and make them accessible to Commerce or its representatives upon request.
- G. Comply with all terms and conditions of the Subrecipient Agreement, Infrastructure Program Guidelines, Action Plans, Action Plan amendments, and Federal, State, and local laws.
- H. Provide copies of all proposed procurement documents to Commerce ten (10) days prior to posting as detailed in Attachment D of Subrecipient Agreement. The proposed procurement documents will be reviewed and approved by 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.
- I. Complete procurement of all applicants for internal grants management and compliance and direct program and product production, including:

1. Selection of applicants, subrecipients and/or staff that will be responsible for managing applicant intake and related operations, compliance, finance, and administration.
 2. Selection of applicants, subrecipients and/or staff that will be responsible for appraisal, environmental review, title services and legal services.
 3. Copies of all contracts that will be executed by Subrecipient. Contracts must be provided to Commerce prior to execution as detailed in Attachment D. Any contract executed by Subrecipient must follow the terms and conditions set forth in this Agreement. Should the submitted contract require necessary additions and/or changes, Commerce Contract Manager will contact Subrecipient regarding changes. Subrecipient is required to submit the updated contract within thirty (30) days. Should the contract not be submitted in a timely manner, Subrecipient will be required to complete the selection process once more.
- J. Ensure all projects seeking assistance under the current CDBG-MIT funds, and any future funds allocated for Mitigation, provided by Commerce, receive the required Environmental Clearance from Commerce prior to Subrecipient being able to commit CDBG-MIT funds.
- K. Provide the following documentation to Commerce within ten (10) calendars after the end of each month:
1. A revised detail report measuring the actual cost versus the project cost.
 2. An updated Attachment C which documents any changes to the project progress along with justification for the revision.
- L. Develop and submit to Commerce a monthly revised detailed timeline for implementation consistent with the milestones outlined in the Mitigation Program Guidelines and report actual progress against the projected progress ten (10) calendar days after the end of each month.
- M. Provide the following information on a quarterly basis within ten (10) calendar days of the end of each quarter:
1. Submit updated organization chart on a quarterly basis with quarterly report.
 2. If staffing changes, there must be a submittal stating the names, job descriptions, on the monthly report deadline.
 3. A progress report documenting the following information:
 - a. Accomplishments within the past quarter.
 - b. Issues or risks that have been faced with resolutions; and
 - c. Projected activities to be completed within the following quarter.
- N. Subrecipient shall adhere to the deadlines for the project as agreed upon in the Attachment C - Activity Work Plan. If Subrecipient is unable to meet a deadline within thirty (30) calendar days of the due date, Subrecipient shall request an extension of such deadline from Commerce in writing at least thirty (30) business days prior to the deadline. Deadlines shall not be extended outside of the term of this Agreement except by a formal amendment executed in accordance with Section (5) Modification of Agreement.

0. Close out report will be no later than sixty (60) calendar days after this Agreement ends or is otherwise terminated.

4. ELIGIBLE TASKS AND DELIVERABLES:

A. Deliverable No. 1- Project Implementation

Subrecipient shall:

1. Maintain project files
2. Review of weekly Davis-Bacon payroll(s) for accuracy and compliance
3. Manage project activities, schedules, record review, Commerce monitoring visits
4. Development of bidding documents, scoring and selection of contractors
5. Inspection and monitoring activities
6. Engineering inspections during construction
7. Conduct complete environmental review/ assessment in accordance with 24 CFR Part 58. Review and submit document "Environmental Review for Activity /Project that is Exempt or Categorically Excluded Not Subject to Section 58.5 Pursuant to 24 CFR Part 58.34(a) and 58.35(b)".

B. Deliverable No. 2 - Engineering and Design

Subrecipient shall:

1. Procure Professional Engineering Services which include coordinating with utility companies to minimize potential relocations; review of reports/drawings, etc. of existing utilities; provide geotechnical soil profile results.
2. Prepare construction contract documents, bidding documents, general and supplementary conditions, technical specifications, and drawings showing extent of project reporting at 30%, 60%, 90% design and final.

C. Deliverable No. 3 - Construction.

Subrecipient shall:

1. Contractor to install 8" Cured-in-Place Pipe (CIPP) lining of sanitary sewer mains. Work includes mobilization, demobilization, bonds and insurance, dewatering, and restoration of work area for:
2. Lift Station #2 Streets within Census Tract 60401 Block Group 1 and 2 using 8" lines: NW 19th Street from NW 51st Avenue to NW 47th Avenue NW 18th Court from NW 51st Avenue to NW 47th Avenue NW 18th Street from NW 51st Avenue to NW 47th Avenue NW 17th

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from NW 50th Avenue to NW 47th Avenue NW 11th Street from NW
50th Avenue to NW 47th Avenue

3. Lift Station #52, #14, #15 Streets within Census Tract 603302 block group 2, Census Tract 60303 block group 3 and Census Tract 60304 block group 1 using 8" lines All streets beginning at NW 19th Street to NW 11th Street and NW 58th Avenue to NW 52nd Avenue.
4. Prepare construction contract documents, bidding documents, general and supplementary conditions, technical specifications, and drawings showing extent of project reporting at 30%, 60%, 90% design and final.

5. 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 be 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.

6. DELIVERABLES:

Subrecipient agrees to provide the following services as specified:

Deliverable No. 1 - Project Implementation		
Tasks	Minimum Level of Service	Financial Consequences
Subrecipient shall provide project implementation tasks as identified in Section 4.A.1- 5, which shall be reimbursed upon satisfactory completion of an eligible task as detailed in Deliverable 2 through 3 of this Scope of Work.	Subrecipient may request reimbursement upon completion of a minimum of one (1) or more listed in Section 4. associated with a completed task as identified in Deliverables 2 through 3 of this Scope of Work as evidenced by submittal of the following documentation: 1) Payroll documentation 2) Documentation for and attendance of monitoring visits by Commerce (if applicable); 3) Invoice package in accordance with Section 7 of this Scope of Work.	Failure to complete the Minimum Level of Service as specified shall result in non-payment.
Tasks	Minimum Level of Service	Financial Consequences
Subrecipient shall provide project implementation activities as identified in Section 4.A.6-7, which shall be reimbursed upon satisfactory completion of an eligible task as detailed, as identified in this Scope of Work.	Subrecipient may request reimbursement upon completion of a minimum of one (1) or more task listed in Section 4.A.6-7 as evidenced by submittal of the following documentation: 1) Completed Environmental Review Record (ERR) (if applicable) 2) Engineering inspection report(s) (if applicable), 3) Invoice package in accordance with section 6 of this Scope of Work.	Failure to complete the Minimum Level of Service as specified shall result in non-payment.
Deliverable No. 1: \$99,660.00		
Deliverable No. 2- Engineering and Design		
Tasks	Minimum Level of Service	Financial Consequences
Subrecipient shall complete tasks as detailed in Section 4.B of the Scope of Work.	Subrecipient may request reimbursement upon completion of the task listed in 4.B. of the Scope of Work as evidenced by submittal of the following documentation: 1. Copy of all bidding documents 2. Copy of Engineering services	Failure to complete the Minimum Level of Service as specified shall result in non-payment.

	contract 3. Copy of any recommendations 4. Final design documents including drawings and cost estimates. 5. Staff payroll documentation (if applicable) 6. Invoice this package in accordance with Section 7 of this Scope of Work.	
Deliverable No. 2: \$53,780.00		
Deliverable No. 3 – Construction		
Tasks	Minimum Level of Service	Financial Consequences
Subrecipient shall complete tasks as detailed in Section 4.C of the Scope of Work.	Subrecipient may request reimbursement upon completion task listed in 4.C. of the Scope of Work, at the 10%, 20% 30%, 40%, 50%, 60%, 70% 80% 90% and closeout milestones. All reimbursement requests must be evidenced by submittal of the following documentation: <ol style="list-style-type: none"> 1. AIA forms G702, G703 or their substantive equivalent, certifying that the project, or a quantifiable portion of the project is complete. 2. Photographs of the completed project, or progress made. 3. Invoice package in accordance with Section 7 of this Scope of Work 	Failure to complete the Minimum Level of Service as specified shall result in non-payment.
Deliverable No. 3: \$2,971.775.00		
Total Project Cost Not to Exceed: \$3,125,215.00		

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.

COST SHIFTING: The deliverable amounts specified within the Deliverables Section 6 table above are established based on the Parties estimation of sufficient delivery of services fulfilling grant purposes under

the Agreement in order to designate payment points during the Agreement Period; however, this is not intended to restrict Commerce's ability to approve and reimburse allowable costs Subrecipient incurred providing the deliverables herein. Prior written approval from Commerce's Grant Manager is required for changes to the above Deliverable amounts that do not exceed **10%** of each deliverable total funding amount. Changes that exceed **10%** of each deliverable total funding amount will require a formal written amendment request from Subrecipient, as described in **MODIFICATION** section of the Agreement. Regardless, in no event shall Commerce reimburse costs of more than the total amount of this Agreement.

7. INVOICE SUBMITTAL

Commerce shall reimburse the Subrecipient in accordance with Section 6, above. In accordance with the Funding Requirements of s. 215.971(1), F.S. and Section (21) of this Agreement, 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 not limited to, the Reference Guide for State Expenditures (<https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>).

- A. Subrecipient is allowed to submit multiple invoices per month for services rendered during the applicable period of time as defined in the deliverable table. In any month no deliverable has been completed, the subrecipient will provide notice that no invoicing will be submitted.
- B. The following documents shall be submitted with the itemized invoice:
 1. A cover letter signed by Subrecipient's Agreement Manager certifying that the costs being claimed in the invoice package: (1) are specifically for the project represented to the State in the budget appropriation; (2) are for one or more of the components as stated in Section 5, DELIVERABLES, of this 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 copy of all supporting documentation for vendor payments.
 4. A copy of the bank statement that includes the cancelled check or evidence of electronic funds transfer. The State may require any other information from Subrecipient that the State deems necessary to verify that the services have been rendered under this Agreement.
- C. The Subrecipient's invoice and all documentation necessary to support payment requests must be submitted into Commerce's Subrecipient Enterprise Resource Application (SERA). Further instruction on SERA invoicing and reporting, along with a copy of the invoice template, will be provided upon execution of the agreement.