

PUBLIC FACILITIES

SUBRECIPIENT AGREEMENT

BETWEEN

POLK COUNTY

AND

THE CITY OF WINTER HAVEN

FOR

LAKE CONINE RECREATION ELEMENTS

<u>10240</u>	<u>340553093</u>	<u>5882020</u>	<u>M230006</u>	<u>2023-2024</u>
Fund #	Cost Center #	Account #	Contract #	Funding Year

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SUBRECIPIENT AGREEMENT

BETWEEN POLK COUNTY AND THE CITY OF WINTER HAVEN

This agreement is made and entered on this 1st day of October 2023, by and between Polk County, a Political Subdivision of the State of Florida, hereafter referred to as the "COUNTY", and **The City of Winter Haven**, a Florida municipal corporation, organized and existing under the laws of the State of Florida, hereafter referred to as the "SUBRECIPIENT".

WITNESSETH:

WHEREAS, the COUNTY has been awarded a Community Development Block Grant (CDBG) from the Department of Housing and Urban Development (HUD) which provides for the development, establishment, and administration of projects to benefit low and moderate income families, aid in elimination of slums or blight, or meet an urgent community development need; and

WHEREAS, said grant allows the COUNTY to contract with other governmental agencies and non-profit agencies to administer and implement projects that are eligible for CDBG funding; and

WHEREAS, it is in the best interest of the COUNTY to enter into a special agreement with the SUBRECIPIENT for the administration of a portion of said grant; and

WHEREAS, the COUNTY wishes to engage the services of the SUBRECIPIENT to administer and implement a portion of the Community Development Block Grant for a Housing and Neighborhood Development ("HND") project described as **Lake Conine Recreation Element**, and

WHEREAS, the SUBRECIPIENT has agreed to the above activity in an amount not to exceed **\$283,599.00** and;

WHEREAS, the COUNTY has initially determined that the proposed activity will benefit low and moderate income persons; and

WHEREAS, this agreement is contingent upon the award of Community Development Block Grant Public Facilities funds from the U.S. Department of Housing and Urban Development and the **Catalogue of Federal Domestic Assistance (CFDA) number is 14.218 Entitlement Grant**;

NOW THEREFORE in consideration of the mutual promises and covenants, the parties agree as follows:

ARTICLE I - PROJECT DESCRIPTION

- 1.1 The SUBRECIPIENT agrees to implement this activity as described in detail in Appendix **A**, Scope of Services.

ARTICLE II - DISBURSEMENTS

- 2.1 The COUNTY agrees to reimburse the SUBRECIPIENT a maximum amount not to exceed **\$283,599.00** from Community Development Block Grant (CDBG) funds, as outlined in Appendix **B**, Budget.

ARTICLE III - REPORTING

- 3.1 The SUBRECIPIENT shall provide the COUNTY with a monthly report of all activities including a narrative summary of progress and financial statement on expenditures during the report period. Reports may be submitted on the monthly report form attached to this agreement, Appendix E, or other format containing the same information as found in Appendix E. Reports are due on or no later than the tenth working day of each month, unless on an otherwise agreed upon schedule, and shall begin on the effective date of this agreement and continue until all information concerning the project has been received by the COUNTY for close-out.
- 3.2 Monthly reports not submitted may result in payments to the SUBRECIPIENT being withheld or denied. Failure to submit appropriate monthly reports may result in termination of this agreement.
- 3.3 The SUBRECIPIENT shall provide the Polk County Housing and Neighborhood Development office with additional program information as needed.
- 3.4 The SUBRECIPIENT shall submit complete financial accounting of the project to the COUNTY within thirty (30) calendar days of the COUNTY's final payment to the SUBRECIPIENT.

ARTICLE IV - AGREEMENT PERIOD AND TERMINATION

- 4.1 This agreement shall take effect on October 1, 2023, and shall terminate on September 30, 2024, unless canceled sooner.
- 4.2 SUSPENSION AND TERMINATION FOR CONVENIENCE:
 - A. If the SUBRECIPIENT should materially fail to comply with any term of the award, suspension or termination may occur in accordance with 2 CFR 200.213 Suspension and Debarment. In the event that funds should fail to be or cease to be provided to the County then the County may terminate this agreement immediately.
 - B. Remedies for noncompliance: If the SUBRECIPIENT materially fails to comply with any term of an award whether stated in a federal statute or regulation, an assurance, in a state plan or application a notice of award or elsewhere, the COUNTY may take one (1) or more of the following actions as appropriate in the circumstances:
 - 1. Temporarily withhold cash payments pending correction of the deficiency by the SUBRECIPIENT or more severe enforcement action by the COUNTY.
 - 2. Disallow (that is to deny both use of funds and matching credit) for all or part of the cost of the activity or action not in compliance.
 - 3. Wholly or partly suspend or terminate the current award for the SUBRECIPIENT's program.
 - 4. Withhold further awards for the program.
 - 5. Take other remedies that may be legally available.
 - C. Hearings Appeals: In taking an enforcement action the COUNTY will provide the SUBRECIPIENT an opportunity for such hearing appeal or other administrative proceeding to which the COUNTY or SUBRECIPIENT is entitled to under any statute or regulation applicable to the action involved.

- D. Efforts of Suspension and Termination: Costs resulting from obligations incurred by the SUBRECIPIENT clearing a suspension after termination of an award are not allowable unless the COUNTY expressly authorizes them in the nature of suspension or termination or subsequently. Other SUBRECIPIENT costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if:
1. The costs result from obligations which were properly incurred by the SUBRECIPIENT before the effective date of suspension or termination are not in anticipation of it and in case of termination are noncancellable; and
 2. The costs would be allowable if the award was not suspended or expired normally at the end of the funding period in which the termination takes effect.
- E. Relationship to Debarment and Suspension: The enforcement remedies identified in this section including suspension and termination do not preclude the grantee or subgrantee from being subject to "Debarment and Suspension" under Executive Order 12549 2 CFR 200.338 and 2 CFR 180.
- F. Termination for Convenience: Except as provided above awards may be terminated in whole or in part only as follows:
1. By the COUNTY with the consent of the SUBRECIPIENT in which case the two parties shall agree upon the termination condition including the effective date and in case of partial termination the portion to be terminated; or
 2. By the SUBRECIPIENT upon written notification to the COUNTY setting forth the reasons for such termination, the effective date, and in case of partial termination, the portion to be terminated. However, if, in the case of a partial termination, the COUNTY determines that the remaining portion of the award will not accomplish the purposes for which the award was made, the COUNTY may terminate the award in its entirety.
- 4.3 The COUNTY may issue a stop order to SUBRECIPIENT which will halt all work on the project in the event that the work is not being done according to federal guidelines and regulations, the assurances contained herein, or the provisions of this agreement.
- 4.4 The SUBRECIPIENT may not terminate its obligations under Paragraph 12.10 (Program Income) and may not terminate an Assignment of Proceeds and Grant of Lien without written consent of the COUNTY.
- 4.5 The COUNTY reserves the right to terminate this contract upon written notification to the SUBRECIPIENT under any of the following conditions:
- a. Notification by HUD to the COUNTY that said project is ineligible because of project location, services provided, or any other reason cited by HUD;
 - b. Notification by HUD to the COUNTY that said project is deficient and that continued support of the project is not providing an adequate level of services to low income and minority people; or
 - c. Written notification from HUD to the COUNTY that the program funds made available to the COUNTY are being curtailed, withdrawn, or otherwise restricted.
- 4.6 The COUNTY reserves the right to terminate this contract or to reduce the contract compensation amount if the SUBRECIPIENT:

- a. Fails to file required reports or to meet project progress or completion deadlines;
- b. Materially fails to comply with any provision of this Agreement (which may result in suspension or termination in accordance with 2 CFR 200.339);
- c. Expends funds under this agreement for ineligible activities, services or items;
- d. Implements the project prior to notification from the COUNTY that the federal environmental review process has been completed;
- e. Violates labor standards requirements; or
- f. Fails to comply with written notice from the COUNTY of substandard performance under the terms of this agreement.

4.7 The Subrecipient's obligation to the COUNTY shall not end until all close-out requirements are completed. Activities during this close-out period shall 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 COUNTY), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

ARTICLE V - INDEMNIFICATION

5.1 The SUBRECIPIENT shall indemnify, defend (by counsel reasonably acceptable to COUNTY), protect and hold harmless the COUNTY from and against any and all claims, demands, actions, causes of action, suits, liabilities, penalties, forfeitures, damages, losses, and expenses whatsoever (including, without limitation, attorneys' fees, costs, and expenses incurred during negotiation, through litigation and all appeals therefrom) arising out of or resulting from services provided by the SUBRECIPIENT, anyone directly or indirectly employed by the SUBRECIPIENT, or anyone for whose acts any of them may be liable, whether pursuant to this agreement or otherwise, and from all such parties negligent acts and omissions and intentional tortious acts. The SUBRECIPIENT acknowledges it is an independent contractor of the COUNTY and not an agent or employee thereof.

ARTICLE VI - PROCEDURES FOR INVOICING AND PAYMENT

6.1 SUBRECIPIENT shall invoice the COUNTY on the following basis:

SUBRECIPIENT shall provide the COUNTY with an executed original of any documents or subcontracts authorizing the work to be done on the project(s).

- (1) If applicable, a request to subcontract work or services hereunder shall be submitted in writing and shall be subject to each provision of this agreement and any contract shall be in accordance with county, state, federal guidelines, and regulations. A list of all subcontractors shall be provided to the Housing and Neighborhood Development office. This in no way relieves the SUBRECIPIENT from any other requirements of this agreement. Reimbursement requests shall include certification such as the certification shown in Appendix B, Page 3, in the absence of canceled checks for verification.
- (2) None of the work or services, including but not limited to, consultant services covered by this agreement, shall be subcontracted or reimbursed without the prior written notice to COUNTY.
- (3) All purchasing for consumable, capital equipment, and services shall be made by

purchase order or by a written contract in conformity and in full compliance with the procedures prescribed by 2 CFR 200.317 – 200.326.

- a. The SUBRECIPIENT shall provide the COUNTY with project budget information.
- b. The COUNTY agrees to make payment and reimburse all budgeted costs available under federal, state, and county guidelines.
- c. Requests by the SUBRECIPIENT for payment shall be accompanied by proper documentation and shall be submitted to the COUNTY for approval no later than thirty (30) days after the last date covered by the request.
- d. As applicable, the COUNTY will comply with Part VII, chapter 218, F.S., the Florida Prompt Payment Act, or s. 215.422, F.S., warrants, vouchers and invoices, when preparing reimbursement on accepted invoices.
- e. For purposes of this section, copies of invoices, receipts, or other evidence of indebtedness shall be considered proper documentation. Invoices shall not be honored if received by COUNTY later than thirty (30) days after expiration date of this agreement.
- f. The COUNTY may withhold payment of reimbursement requests if monthly reports are not current.

6.2 Upon receiving the invoices, reports and other materials, the COUNTY shall audit such bid awards, contracts, reports and invoices to determine whether the items invoiced have been completed and that the invoiced items are proper for payment.

6.3 Upon determination by the COUNTY that the services or material invoiced have been received or completed, the COUNTY shall authorize payment to the SUBRECIPIENT in the amount it determines pursuant to the audit to be payable.

ARTICLE VII - IMPLEMENTATION AND TIMETABLE

7.1 The parties expressly ratify the activities relating to this agreement and adopt the terms and conditions of this agreement for all such activities beginning **October 1, 2023**. The SUBRECIPIENT herein attests and certifies to the COUNTY that, regardless of the effective date of this Agreement, the SUBRECIPIENT will obtain all insurance coverage and limits as set forth by this Agreement to begin no later than **October 1, 2023**.

7.2 SUBRECIPIENT agrees to implement project(s) and comply with the Scope of Services set forth in Appendix **A** and Estimated Timeline set forth in Appendix **E**.

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ARTICLE VIII - OTHER PROVISIONS

8.1 Equal Employment Opportunity

The following provisions "a" and "b" are applicable to all contracts and subcontracts; provisions "c" through "g" are applicable to all nonexempt construction contracts and subcontracts which exceed \$10,000;

During the performance of this contract, the SUBRECIPIENT agrees as follows:

- a. The SUBRECIPIENT shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, familial status, or any other basis prohibited by applicable law. The SUBRECIPIENT shall take affirmative action to ensure that applicants who are employed are treated during employment without regard to their race, color, creed, religion, sex, age, handicap, disability, ancestry, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The SUBRECIPIENT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- b. The SUBRECIPIENT will, in all solicitations or advertisements for employees placed by or on behalf of the SUBRECIPIENT, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, or any other basis prohibited by applicable law.
- c. The SUBRECIPIENT will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers representatives of the SUBRECIPIENT commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The SUBRECIPIENT will comply with all provisions of Executive Order 11246, Equal Employment Opportunity, of September 24, 1965, as amended by Executive Orders 11375 and 12086, copies of which are on file and available at the COUNTY, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e. The SUBRECIPIENT will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by HUD and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of the SUBRECIPIENT's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the SUBRECIPIENT may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended, or as otherwise provided by law.

- g. The SUBRECIPIENT will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor, issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The SUBRECIPIENT will take such action with respect to any subcontract or purchase order as HUD may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a SUBRECIPIENT becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by HUD, the SUBRECIPIENT may request the United States to enter into such litigation to protect the interests of the United States.

8.2 Equal Opportunity in Participation

Under the terms of Section 109 of the Housing and Community Development Act of 1974 and in conformance with COUNTY policy and all requirements imposed by or pursuant to the Regulations of HUD (24 CFR Part 570.601 and 570.602) issued pursuant to Section 109, no person in the United States shall on the ground of race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, familial status, or any other basis prohibited by applicable law 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 Community Development Block Grant program funds.

Specific (not exclusive) Discrimination Actions Prohibited:

The SUBRECIPIENT may not directly or through contractual or other arrangements, on the ground of race, color, creed, religion, ancestry, national origin, marital status, familial status, age, handicap, disability, sex or any other basis prohibited by applicable law:

- a. Deny any facilities, services, financial aid, or other benefits provided under the program or activity.
- b. Provide any facilities, services, financial aid, or other benefits which are different, or are provided in a different form from that provided to others under the program or activity.
- c. Subject segregated or separate treatment in any facility, or in any matter or process related to receipt of any service or benefit under the program or activity.
- d. Restrict in any way access to, or the enjoyment of any advantage or privilege enjoyed by others in connection with facilities, services, financial aid or other benefits under the program or activity.
- e. Treat an individual differently from others in determining whether the individual satisfies any admission, enrollment, eligibility, membership, or other requirement or condition which the individual must meet in order to be provided any facilities, services, or other benefit provided under the program or activity.
- f. Deny any person with the legal right to work an opportunity to participate in a program or activity as an employee.

8.3 Business and Employment Opportunities for Lower Income Residents, Women-Owned Business Enterprises, and Minority-Owned Business Enterprises.

The SUBRECIPIENT will conform with the rules and regulations set forth under Section 3 of the Housing and Urban Development Act of 1968, (12 USC 1701u), as amended, and the HUD regulations

issued pursuant thereto at 24 CFR Part 135. This Act requires that, to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area, and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by, persons residing in the area of the project. In all solicitations for bids, the contractor must, before signing the contract, provide a preliminary statement of the work force needs and plans for possible training and employment of lower income persons. When a SUBRECIPIENT utilizes the bidding procedure to let a bid, the invitation or solicitation for bids shall advise prospective contractors of the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, and the clause shall be inserted as a component part of any contract or subcontract.

If a SUBRECIPIENT solicits or requests an invitation for bids, every effort feasible will be made to contact minority-owned and women-owned business enterprises for a response to the solicitation or invitation for bidders.

8.4 Nondiscrimination in Federally-Assisted Programs.

The SUBRECIPIENT will comply with Title VI of the Civil Rights Act of 1964 (PL 88-352, 42 USC 2000d et seq.) and the Fair Housing Act (42 USC 3601-20). In accordance with COUNTY policy and Title VI of the Civil Rights Act of 1964 (PL 88-352), in the sale, lease or other transfer of land acquired, leased or improved with assistance provided under this agreement, the deed or lease for such transfer shall contain a covenant prohibiting discrimination upon the basis of race, color, creed, religion, sex, handicap, disability, ancestry, national origin, marital status, or familial status, in the sale, lease or rental, or in the use or occupancy of such land or any improvements erected or to be erected thereon. The SUBRECIPIENT will comply with Title VIII of the Civil Rights Act of 1968 (PL 90-284) as amended and will administer all programs and activities related to housing and community development in a manner to affirmatively further fair housing.

8.5 Labor Standards.

Except with respect to the rehabilitation of residential property designed for residential use for less than eight households, the SUBRECIPIENT and all subcontractors engaged in contracts in excess of \$2,000 for the construction, completion, rehabilitation, or repair of any building or work financed in whole or in part with assistance provided under this agreement are subject to the federal labor standards provisions which govern the payment of wages and the ratio of apprentices and trainees to journey workers. Under the terms of the Davis-Bacon Act, as amended, the SUBRECIPIENT is required to pay all laborers and mechanics employed on construction work wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor, and shall pay overtime compensation in accordance with and subject to the provisions of the Contract Work Hours and Safety Standards Act (40 USC 327-332), and the SUBRECIPIENT shall comply with all regulations issued pursuant these Acts and with other applicable federal laws and regulations pertaining to labor standards, including the Copeland Anti-Kickback Act. Provided, that if wage rates higher than those required under the regulations are imposed by State or local laws, nothing hereunder is intended to relieve the SUBRECIPIENT of its obligation, if any, to require payment of the higher rates.

8.6 Flood Disaster Protection.

This agreement is subject to the requirements of the Flood Disaster Protection Act of 1973 (PL 93-234). Use of any assistance provided under this agreement for acquisition or construction in an area identified as having special flood hazards shall be subject to the mandatory purchase of flood insurance in accordance with the requirements of Section 102(a) of said Act.

8.7 Clean Air Act and Federal Water Pollution Control Act (Applicable to Contracts and Subcontracts Which Exceed \$100,000).

The SUBRECIPIENT shall comply with and require each subcontractor to comply with all applicable

standards of the Clean Air Act of 1970 (42 USC 1857 et seq.), as amended, the Clean Air Act of 1990, the Federal Water Pollution Control Act (33 USC 1251 et seq.), as amended, and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended from time to time.

8.8 Provision of the Hatch Act.

Neither the SUBRECIPIENT's program nor the funds provided therefore, nor the personnel employed in the administration of the program shall be in any way or to any extent engaged in the conduct of political activities in contravention of Chapter 15 of Title 5, United States Code.

8.9 Lead-Based Paint.

Any grants or loans made by the SUBRECIPIENT for the rehabilitation of residential structures with assistance provided under this agreement shall be made subject to the provisions for the elimination of lead-based paint hazards under 24 CFR Part 35. SUBRECIPIENT will comply with the requirements of 24 CFR 570.608 for notification, inspection, testing, and abatement procedures concerning lead-based paint. Such regulations require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly noticed that such properties may contain lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment, and precautions that should be taken when dealing with lead-based paint poisoning.

8.10 Special Assessments.

SUBRECIPIENT will not attempt to recover any capital costs of public improvements assisted in whole or in part with funds provided under Section 106 of the Act or with amounts resulting from a guarantee under Section 108 of the Act by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless: (1) funds received under Section 106 of the Act are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under Title 1 of the Act; or (2) for purposes of assessing any amount against properties owned and occupied by persons of moderate income, the grantee certifies to the Secretary of HUD that it lacks sufficient funds received under Section 106 of the Act to comply with the requirements of subparagraph (1).

8.11 Acquisition, Rehabilitation, and Demolition of Real Property and Displacement of Persons and Businesses

SUBRECIPIENT will comply with the "POLK COUNTY RESIDENTIAL ANTI-DISPLACEMENT AND RELOCATION ASSISTANCE PLAN UNDER SECTION 104 (d) OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974, AS AMENDED." SUBRECIPIENT will conduct any acquisition, rehabilitation, or demolition of real property, and any negotiations for acquisition, rehabilitation or demolition of real property in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, Section 104(d) of the Act, and the implementing regulations at 49 CFR 24 and 24 CFR 570.606. Unless specifically permitted in Appendix A or Appendix B, SUBRECIPIENT will not cause either temporary or permanent involuntary displacement of any person or business as a result of Community Development Block Grant activities. The SUBRECIPIENT shall provide all notices, advisory assistance, relocation benefits, and replacement dwelling units as required by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, Section 104(d) of the Act, and the implementing regulations at 49 CFR 24 and 24 CFR 570.606. SUBRECIPIENT hereby agrees to defend, to pay, and to indemnify the COUNTY from and against, any and all claims and liabilities for relocation benefits or the provision of replacement dwelling units required by federal statutes and regulations in connection with activities undertaken pursuant to this agreement.

8.12 Lobbying Restrictions

SUBRECIPIENT certifies that, to the best of its knowledge and belief:

No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement;

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; and It will require that the language of this Paragraph 8.12 be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

8.13 Provisions Required by Law Deemed Inserted.

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

8.14 SAM Registration and FFATA Compliance

The SUBRECIPIENT shall maintain a current registration in the federal System for Award Management ("SAM") database (<http://www.sam.gov>) pursuant to the Federal Funding Accountability and Transparency Act (FFATA), P.L. 109-282, as amended by section 6202(a) of P.L. 110-252 and the regulations implementing the Act at 2 CFR part 25 and 2 CFR part 170. If Subrecipient is not currently registered, it must do so within ten (10) days of the date Subrecipient executes this Agreement. A Unique Entity Identification (UEI) Number (<https://sam.gov/content/home>) is required for registration. Subrecipient must also comply with FFATA, which includes requirements on executive compensation, and implementing regulations in 2 CFR part 170, which includes requirements on reporting subaward and executive compensation information. Subrecipient shall complete and sign the Affidavit attached hereto as Appendix "C" in conjunction with its execution of this Agreement and provide any supporting documentation, if required

8.15 Violence Against Women Act (VAWA)

If applicable to this project, the SUBRECIPIENT shall comply with the Violence Against Women Act ("VAWA") as it has been most recently authorized. VAWA protects applicants, tenants, and program participants in certain HUD programs from being evicted, denied housing assistance, or terminated

from housing assistance based on acts of domestic violence, dating violence, sexual assault, or stalking against them. Despite the name of this law, VAWA protection is available to victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation. On March 15, 2022, President Biden signed into law the Violence Against Women Act Reauthorization Act of 2022 (VAWA 2022), which enhances housing protections for survivors applying for and living in units assisted by HUD programs. VAWA 2022 protects an individual's right to call emergency services and report crime from their homes. The protections also ensure that individuals do not have to fear retaliation from their housing provider for exercising their rights under VAWA or assisting others in doing so, including filing VAWA complaints. For more information about the rights and responsibilities under VAWA, please visit <https://www.hud.gov/vawa>.

8.16 Build America Buy America (BABA)

If applicable to this project, SUBRECIPEINT shall comply with the requirements of the Build America, Buy America Act, Pub. L. No. 117-58, §§ 70901-52.

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ARTICLE IX - NOTICES

- 9.1 SUBRECIPIENT and COUNTY agree that all notices required by this agreement shall be in writing and delivered by U.S. Mail, by messenger or personally delivered to the office of the duly authorized representative of the SUBRECIPIENT or COUNTY as specified herein.

COUNTY:

Jennifer Cooper, Manager
Housing and Neighborhood Development
P.O. 9005, Drawer HS04
Bartow, FL 33830

SUBRECIPIENT:

T. Michael Stavres, City Manager
City of Winter Haven
451 Third Street, NW
Winter Haven, FL 33881

ARTICLE X - MODIFICATION

- 10.1 Any program modification requested by SUBRECIPIENT must be requested at least ninety (90) days prior to the end of the term of this agreement. No modification to this agreement shall be binding on either party unless in writing and signed by both parties.
- 10.2 In the event that the Board of County Commissioners approves any modification, amendment, or alteration to the funding allocation, the SUBRECIPIENT shall be notified in writing and such notification shall constitute an official amendment.
- 10.3 The COUNTY may, at its discretion and upon provision of proper notice to the SUBRECIPIENT, amend this agreement to conform to changes in federal, state, and/or county guidelines, regulations, directives, and objectives. Such amendments shall be incorporated by written amendment as a part of this agreement.

ARTICLE XI - ASSURANCES

- 11.1 SUBRECIPIENT agrees to comply with the provisions of Section 202, Executive Order 11246 and with the guidelines for applicants on equal opportunity obligations for Community Development Block Grants in regard to construction contracts.
- 11.2 SUBRECIPIENT agrees that it will comply with the following assurances:
- a. The SUBRECIPIENT agrees to comply with all applicable federal, state, and county laws, ordinances, codes and regulations. Any conflict or inconsistency between the above federal, state or county guidelines and regulations and this agreement shall be resolved in favor of the more restrictive regulations.
 - b. In accordance with Title VI of the Civil Rights Act of 1964 (P.L. 88-352), no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the SUBRECIPIENT receives federal financial assistance.
 - c. In accordance with 24 CFR 570.505, property acquired or improved in whole or in part using CDBG funds in excess of \$25,000.00 must be used as intended from the date CDBG funds are first spent until five (5) years after the closeout of the COUNTY participation in the CDBG program. Any transfer of the property or structure shall also be bound.
 - d. If applicable, SUBRECIPIENT shall inform affected persons of the benefits, policies, and procedures provided for under HUD regulations.

- e. SUBRECIPIENT shall establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties. Should such possible conflicts, real or apparent, arise, the SUBRECIPIENT shall disclose such situations to the COUNTY and the County Attorney's Office for review.
- f. The SUBRECIPIENT agrees further that it shall be bound by the standard terms and conditions used in the grant agreement between HUD and COUNTY and such other rules, regulations or requirements as HUD may reasonably impose in addition to the aforementioned assurances at or subsequent to the execution of this agreement by the parties hereto.
- g. In accordance with the Drug Free Workplace Act of 1988, the SUBRECIPIENT certifies that it has a policy designed to ensure that the SUBRECIPIENT's workplace is free from the illegal use, possession, or distribution of drugs or alcohol.
- h. In compliance with Paragraph (2)(a) of Section 287.133, Florida Statutes, a "person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."
- i. This contract may be terminated at the option of the COUNTY if SUBRECIPIENT is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

ARTICLE XII - FINANCIAL RESPONSIBILITY

Subrecipients and subcontractors must comply with all applicable federal regulations governing the use of CDBG funds in addition to Office of Management and Budget (OMB) Circular 2 CFR Part 200. The new regulations combined a diverse group of regulations into one Super Circular located at 2 CFR Part 200. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards applies to the CDBG funds as now in effect and as may be amended from time to time.

- 12.1 SUBRECIPIENT gives the COUNTY, HUD, and the Inspector General, through any authorized representative, access to and the right to examine all records, books, papers, or documents relating to the project.
- 12.2 SUBRECIPIENT agrees to maintain books, records, and documents in accordance with accounting procedures and practices which sufficiently and properly reflect all expenditures of funds provided under this agreement. In accordance with OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations", all SUBRECIPIENTS who receive \$300,000.00 or more in total Federal financial assistance within a year must obtain an independent audit.
- 12.3 SUBRECIPIENT further agrees to provide for audit purposes (upon request) all files, records and documents pertaining to related activities and clientele demographic data contained in this agreement.
- 12.4 Any funds expended in violation of this agreement shall be refunded in full from nonfederal resources.
- 12.5 Funding authorization through a Community Development Block Grant shall be used only for eligible activities specifically outlined in this agreement. In the event material progress is not evidenced nor commenced within the time limitations of this agreement, as determined by the COUNTY, the COUNTY may terminate this contract.

- 12.6 All funds not expended a result of the aforementioned deficiency of significant material progress or returned as a result of expiration and subsequent termination of the original funding agreement shall be used by the COUNTY at its discretion for reallocation to other eligible CDBG activities.
- 12.7 Income over and above general maintenance and operating expenses generated as a result of receipt of Community Development Block Grant funds shall be returned to the COUNTY.
- 12.8 The COUNTY shall have the right to audit and monitor any program income as a result of a Community Development Block Grant activity.
- 12.9 The Subrecipient shall comply with 2 CFR part 200 Subpart F – Audits. In accordance with 2 CFR §200.510, shall prepare financial statements and a schedule of expenditures of federal awards. The Subrecipient shall provide the County with its annual financial statement within ninety (90) days of the end of its operating year. This financial statement shall be prepared by an actively licensed public accountant.
- a) In addition, if expending more than \$750,000 of Federal awards during an operating year, the Subrecipient shall comply with the audit provisions contained in 2 CFR 200 subpart F and the Single Audit Act Amendments of 1996 (31 U.S.C. §§7501-7507). Audits shall be conducted annually. The Subrecipient shall submit its annual audit to the County and within one hundred twenty (120) days of the end of the Subrecipient's fiscal year. The Subrecipient must clear any deficiencies noted in the audit reports within 30 days after receipt of any noted deficiencies. In the event the audit shows that the entire funds disbursed hereunder, or any portion thereof, were not expended in accordance with the conditions of this Agreement, the Subrecipient shall be held liable for reimbursement to the County of all funds not expended in accordance with those regulations and Agreement provisions within thirty (30) days after the County has notified the Subrecipient of such non-compliance. Any reimbursement by the Subrecipient shall not preclude the County from taking any other action or pursuing other remedies. Failure to comply with these audit requirements constitutes a violation of the Agreement and may result in the withholding of future payments. If the Subrecipient expends less than \$750,000 in federal awards during its fiscal year, they are exempt from this requirement, except as noted in 2 CFR §200.503, but records must be available for review or audit by appropriate officials of HUD, the County, or GAO.
- 12.10 Program income (defined at 24 CFR 570.500) derived from the project, if any, shall revert to the COUNTY for use in the Community Development Block Grant program. If SUBRECIPIENT executes an Assignment of Proceeds and Grant of Lien to the COUNTY specifying the terms of reversion of proceeds from possible future sale of real property, it is incorporated by reference and made a part of this contract.

ARTICLE XIII - EVALUATION AND MONITORING

- 13.1 The SUBRECIPIENT agrees that the COUNTY may carry out periodic monitoring and evaluation activities as determined necessary by the COUNTY. This agreement is dependent upon satisfactory monitoring and evaluation of activities and other performance measures, including, but not limited to the terms of this agreement, comparisons of planned versus actual progress relating to project scheduling, budget, and output measures. The SUBRECIPIENT agrees to furnish upon request to the COUNTY or its designees and make copies and/or transcriptions of such records and information as is determined necessary by the COUNTY. The SUBRECIPIENT shall submit, upon the request of the COUNTY, information and status reports required by the COUNTY or HUD on forms approved by the COUNTY.
- 13.2 A sample monitoring instrument attached as Appendix G contains the minimum monitoring measures to be used by the COUNTY. Other measures may also be utilized.

ARTICLE XIV - UNIFORM ADMINISTRATIVE REQUIREMENTS

GOVERNMENTAL AGENCIES

14.0 Applicability of and cross reference to 2 CFR part 200.

(a) Federal awards with State, local and Indian tribal governments are subject to the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards at 2 CFR part 200.

14.1 As applicable Governmental Subrecipients shall comply with 2 cfr Part 200 - "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards":

- Subpart A - Acronyms and Definitions (§§ 200.0 - 200.99)
- Subpart B - General Provisions (§§ 200.100 - 200.113)
- Subpart C - Pre-Federal Award Requirements and Contents of Federal Awards (§§ 200.200 - 200.213)
- Subpart D - Post Federal Award Requirements (§§ 200.300 - 200.345)
- Subpart E - Cost Principles (§§ 200.400 - 200.475)
- Subpart F - Audit Requirements (§§ 200.500 - 200.521)
- Appendix I to Part 200 - Full Text of Notice of Funding Opportunity
- Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards
- Appendix III to Part 200 - Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Institutions of Higher Education (IHEs)
- Appendix IV to Part 200 - Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations
- Appendix V to Part 200 - State/Local Government wide Central Service Cost Allocation Plans
- Appendix VI to Part 200 - Public Assistance Cost Allocation Plans
- Appendix VII to Part 200 - States and Local Government and Indian Tribe Indirect Cost Proposals
- Appendix VIII to Part 200 - Nonprofit Organizations Exempted from Subpart E - Cost Principles of Part 200
- Appendix IX to Part 200 - Hospital Cost Principles
- Appendix X to Part 200 - Data Collection Form (Form SF-SAC)
- Appendix XI to Part 200 - Compliance Supplement
- Appendix XII to Part 200 - Award Term and Condition for Recipient Integrity and Performance Matters

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NON-GOVERNMENTAL AGENCIES

14.2 Non-Governmental Subrecipients shall comply with the requirements and standards of Allowable Costs/Cost Principles 2 cfr part 225/OMB Circular A-87; 2 cfr part 220/OMB Circular A-21; 2 CRF part 230/OMB Circular A-122 and 2 cfr part 215 Procurement.

The requirements for equipment and real property are contained in 2 cfr section 200.313 (equipment), 2 cfr section 200.311 (real property), 48 cfr section 52.245-1 (equipment and real property), program legislation, Federal awarding agency regulations, and the terms and conditions of the Federal award.

Program income is gross income earned by a non-Federal entity that is directly generated by a supported activity or earned as a result of the Federal award during the period of performance (unless there is a requirement for disposition of program income after the end of the period of performance as provided in 2 cfr section 200.307(f)).

Program income (2 cfr section 200.80) includes, but is not limited to income from:

- Fees for services performed,
- The use or rental of real or personal property acquired under Federal awards,
- The sale of commodities or items fabricated under Federal awards,
- License fees and royalties on patents and copyrights, except as provided below, and
- Principal and interest on loans made with Federal award funds.

ARTICLE XV - CONFLICT OF INTEREST

15.1 In the procurement of services by the SUBRECIPIENT, the Conflict of Interest provision in Section 200.112 and 2 CFR 215 Procurement shall be adhered to as applicable.

ARTICLE XVI - OTHER FEDERAL REQUIREMENTS

16.1 The SUBRECIPIENT shall carry out each activity in compliance with all applicable Federal laws and regulations as described below:

- Public Law 88.352 - Title VI of the Civil Rights Act of 1964
- Public Law 90.284 - Title VIII of the Civil Rights Act of 1968
- Executive Order 11063 as amended by Executive Order 12259
- Section 109 of the Act
- Labor Standards
- National Flood Insurance Program
- Relocation and Acquisition
- Employment and Contracting Opportunities;
- Executive Order 11246 (41 CFR Chapter 60)
- Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 17010)
- Lead-Based Paint
- Use of Debarred, Suspended or Ineligible Contractors or Subrecipients
- Displacement
- Conditions for Religious Organizations
- Non-Discrimination Base on Handicap
- Section 504 of the Rehabilitation Act of 1973
- Architectural Barriers Act of 1963
- Environmental Protection Agency Regulations.

ARTICLE XVII - GENERAL PROVISIONS

17.1 The SUBRECIPIENT agrees to abide by the provision of Chapter 112.3135, Florida Statutes, pertaining to Nepotism in their performance under this agreement. The SUBRECIPIENT also agrees to abide by Chapter 119, Public Records, of the Florida Statutes, as the same may be amended or restated during the term of this agreement to include without limitation, the following:

a. Compliance. The SUBRECIPIENT acknowledges the County's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and to comply in the handling of the materials created under this Agreement. The SUBRECIPIENT further acknowledges that the constitutional and statutory provisions control over the terms of this Agreement. In association with its performance pursuant to this Agreement, the SUBRECIPIENT shall not release or otherwise disclose the content of any documents or information that is specifically exempt from disclosure pursuant to all Applicable Laws.

b. Obligations. Without in any manner limiting the generality of the foregoing, to the extent applicable, the SUBRECIPIENT acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

I. keep and maintain public records required by the COUNTY to perform the services required under this Agreement;

II. upon request from the COUNTY's Custodian of Public Records or his/her designee, provide the COUNTY 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 in Chapter 119, Florida Statutes, or as otherwise provided by law;

III. ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the agreement and following completion of its term if the SUBRECIPIENT does not transfer the records to the COUNTY; and

IV. upon completion of the agreement transfer, at no cost, to the COUNTY, all public records in possession of the SUBRECIPIENT or keep and maintain public records required by the COUNTY to perform the service. If the SUBRECIPIENT transfers all public records to the COUNTY upon completion of the agreement the SUBRECIPIENT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the SUBRECIPIENT keeps and maintains public records upon completion of the agreement, the SUBRECIPIENT shall meet all applicable requirements for retaining public records. Upon receipt of a request from the COUNTY's Custodian of Public Records, all records stored electronically must be provided to the COUNTY in a format that is compatible with the information technology systems of the COUNTY.

c. Contact. IF THE SUBRECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUBRECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:

RECORDS MANAGEMENT LIAISON OFFICER
POLK COUNTY
330 WEST CHURCH ST.
BARTOW, FL 33830
TELEPHONE: (863) 534-7532
EMAIL: RMLO@POLK-COUNTY.NET

- 17.2 If applicable, SUBRECIPIENT agrees to comply with Section 286.011, F.S., relating to public meetings and records, and chapter 119 F.S., relevant to public records.
- 17.3 **If applicable**, the SUBRECIPIENT attests that the COUNTY's procurement requirements were adhered to in the procurement of goods and services purchased pursuant to this contract.
- 17.4 This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and that the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.
- 17.5 The SUBRECIPIENT shall assure that records regarding project requirements that apply for the duration of the agreement, the written agreement, and inspection and monitoring reports will be retained for a period of five years. The SUBRECIPIENT shall also assure if any litigation, claim, negotiation, audit, or other action has been started before the expiration of the above mentioned five year term, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the five year period, whichever is later.
- 17.6 The COUNTY and SUBRECIPIENT agree that all activities shall be governed in all respects by the laws of the State of Florida, venue in the courts of Polk County, State of Florida.
- 17.7 All notices required by this agreement shall be in writing.
- 17.8 Nothing contained in this agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this agreement. The COUNTY shall be exempt from payment of all Unemployment Compensation, FICA, Retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.
- 17.9 If any provision of this agreement is held invalid, the remainder of the agreement shall not be affected. Thereby and all other parts of this agreement shall nevertheless be in full force and effect.
- 17.10 This agreement constitutes the entire agreement between the COUNTY and the Subrecipient for the use of funds received under this agreement, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the COUNTY and the Subrecipient with respect to this agreement.
- 17.11 The Subrecipient shall comply with the requirements of Florida Statutes, Section 448.095, Employment Eligibility. Prior to entering this Agreement, Subrecipient shall execute and deliver to the County the Employment Eligibility Certification attached as Appendix D to the Agreement.

ARTICLE XVIII - INSURANCE AND BOND

- 18.1 In accordance with s. 768.28 Florida Statutes, the waiver of sovereign immunity in tort actions; recovery limits; limitation on attorney fees; statute of limitations; exclusions; indemnification; risk management programs is applicable to this agreement.

The undersigned person signing as an officer on behalf of the SUBRECIPIENT, a party to this agreement, hereby severally warrants and represents that said person has authority to enter into this agreement on behalf of said SUBRECIPIENT and to bind the same to this agreement, and, further that said SUBRECIPIENT has authority to enter into this agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaw against entering into this agreement.

IN WITNESS WHEREOF the parties hereto duly execute this agreement as of the day and year first written above.

ATTEST
STACY M. BUTTERFIELD, CLERK

POLK COUNTY, FLORIDA

Clerk

George Lindsey, III, Chairman

DATE: _____

DATE: _____

SUBRECIPIENT – THE CITY OF WINTER HAVEN

Witness

T. Michael Stavres, City Manager

DATE: _____

DATE: _____

Reviewed as to form and legal sufficiency

County Attorney's Office

Date

STATE OF FLORIDA

COUNTY OF POLK

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2023, by _____ as _____ (*title of officer*) of _____ (*entity name*), on behalf of the company, who ☐ is personally known to me or ☐ has produced _____ as identification.

(AFFIX NOTARY SEAL)

Notary Public
Print Name _____

My Commission Expires _____

**SCOPE OF SERVICES
FOR
CITY OF WINTER HAVEN
(LAKE CONINE RECREATION ELEMENT)
Deadline 9/30/2024**

- I.** The project will be located on the southeast shore of Lake Conine in Winter Haven.

The City of Winter Haven proposes to use CDBG funds to complete the design, and a portion of the construction of the Lake Conine Recreation Element facility. The project site was originally a non-functioning wetland full of overgrowth and muck. Phase I has been completed by completing the restoration of the wetland marsh system to improve the overall water quality in Lake Conine. This restoration have also provide a high-quality habitat for different species.

The City of Winter Haven plans to use CDBG funds for but not limited to the design and develop recreational elements at this site to create a park setting to complement the natural resource elements. The surcharging required soil to be added to the site, then it must sit undisturbed for a period of 6months. After this phase is complete, the recreation elements of the project will be designed to include but not limited to three trails, a playground, parking lot, restrooms, fishing pier, kayak launch, picnic facilities, educational elements, landscaping, and site amenities. The elevated trail, overlooks, and pier will allow ample opportunities for park users to observe the wildlife.

The City of Winter Haven will used CDBG funds for the above activities in an amount not to exceed **\$283,599.00**.

- II.** Each invoice submitted for reimbursement must be accompanied with proper documentation as set forth in Appendix F. Failure to provide sufficient documentation will delay the processing of the request until such information is received.

The Davis-Bacon Act and Section 3 requirements will be enforced if applicable.

The Subrecipient will follow their procurement procedures providing copies of quotes or bids and forward to Housing and Neighborhood Development.

III. PERFORMANCE MEASURES

Outcome/Objective Specific Annual Objectives		Sources of Funds	Performance Indicators	Year	Expected Clients Served
	In FY 2023-2024, the CDBG program will allocate \$283,599.00 to the City of Winter Haven to develop recreational elements to the Lake Conine area.	CDBG Municipalities	Low-Mod income individuals who will have improved access to Lake Conine.	23-24	6000

SCOPE OF SERVICES CONTINUED

III. Other Requirements:

- A. Prior to rehabilitation/construction, Housing and Neighborhood Development staff will review and approve specifications and cost allocations.
- B. The SUBRECIPIENT shall include in all advertising and/or promotion a statement that whole or partial funding of the project is supplied by Polk County Community Development Block Grant Public Facility funds, or wording to that effect.
- C. Maintain documentation that ensures eligibility and compliance with a national objective of the CDBG PF program.
- D. The Scope of Service may not be changed or modified without prior written approval received by the COUNTY.
- E. Provide account numbers and contract numbers on all correspondence, pay requests, and documents pertaining to this project.
- F. Although this agreement is in force until all funds are spent and/or the project is otherwise complete, should the SUBRECIPIENT fail to meet the estimated timeline as presented on Appendix E, and fail to provide acceptable cause for this failure, the COUNTY may terminate this agreement at its sole discretion.

IV. SUBRECIPIENT INFORMATION

Address

City of Winter Haven
500 3rd Street, NW
Winter Haven, FL 33881

Contact Person:

Name: Andy Palmer
Title: Parks Planning & Strategic Initiatives Manager
Phone: (863) 291-5600
Email: apalmer@mywinterhaven.com

V. RECIPIENT INFORMATION

Address:

Housing and Neighborhood Development
P.O. Box 9005
Drawer HS04
Bartow, FL 33831-9005

Contact Person:

Name: Kelly Carter
Title: Community Development Supervisor
Phone: (863) 534-5243
Email: KellyCarter@polk-county.net

BUDGET

The SUBRECIPIENT shall adhere to the following budget in carrying out this agreement. LINE ITEMS MAY NOT BE ADDED to the budget during the term of this agreement.

Budget	
Lake Conine Recreation Elements	\$ 283,599.00
Total Budget: \$283,599.00	\$ 283,599.00

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REIMBURSEMENT REQUEST FOR CDBG FUNDS

PROJECT NAME: **LAKE CONINE RECREATION ELEMENTS**

SUBRECIPIENT: **CITY OF WINTER HAVEN**

PAYROLL (Must have authorized timesheets and payroll information:): \$ _____

INVOICES (Attach all relevant invoices relevant and copies of disbursed checks):
\$ _____

EQUIPMENT (Office, etc., along with procurement information:): \$ _____

OTHER CONTRACTS (Provide copies of contracts using CDBG funds:): \$ _____

REIMBURSEMENT REQUEST TOTAL: \$ _____

Authorized Signature

Date

FOR CDBG USE ONLY

<u>10240</u>	<u>340553093</u>	<u>5882020</u>	<u>M230006</u>	<u>2023-2024</u>
Fund #	Cost Center #	Account #	Contract #	Funding Year

Paid Invoices (Period Covered) from _____ To _____

AFFIDAVIT

Federal Funding Accountability and Transparency Act (FFATA)

The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The FFATA legislation requires information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is www.USASpending.gov.

The FFATA Subaward Reporting System (FSRS) is the reporting tool Federal prime awardees (i.e. prime contractors and prime grants recipients) use to capture and report subaward and executive compensation data regarding their first-tier subawards to meet the FFATA reporting requirements. Prime contract awardees will report against sub-contracts awarded and prime grant awardees will report against sub-grants awarded. The sub-award information entered in FSRS will then be displayed on www.USASpending.gov associated with the prime award furthering Federal spending transparency.

The Transparency Act requires information disclosure concerning entities receiving Federal financial assistance through Federal awards such as Federal contracts, sub-contracts, grants, and sub-grants.

Specifically, the Transparency Act's section 2(b)(1) requires the County to provide the following information about each Federal award:

- Name of the entity receiving the award;
- Amount of the award;
- Information on the award including transaction type,
- Location of the entity receiving the award and primary location of performance under the award;
- Unique identifier of the entity receiving the award and the parent entity of the recipient;
- Names and total compensation of the five most highly compensated officers of the entity if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in Federal awards; and \$25,000,000 or more in annual gross revenues from Federal awards; and the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

AFFIDAVIT

I, _____ (print name), hereby swear or affirm that:

I have read and understand the information provided above.

I have personal knowledge of the facts I am attesting to in this affidavit.

(please check one of the following)

_____ I attest that _____ (agency name) **does not** meet the above threshold requiring names and total compensation of the five most highly compensated officers of the entity if the entity.

_____ I attest that _____ (agency name) **does** meet the above threshold* requiring names and total compensation of the five most highly compensated officers of the entity if the entity.

*If agency meets the above threshold, the agency MUST attach a spreadsheet with the names and total compensation of the five most highly compensated officers of the entity, signed and dated by the one of the following: President; Executive Director; CEO; Board Chairperson; Finance Director; CFO; or Treasurer.

I understand that the submission of a false affidavit is punishable as a second-degree misdemeanor under Florida law.

Signature of President/Executive Director/Board Chair

Printed Name of President/Executive Director/Board Chair

**STATE OF FLORIDA
COUNTY OF POLK**

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2023, by _____ as _____ (title of officer) of _____ (entity name), on behalf of the company, who ☐ is personally known to me or ☐ has produced _____ as identification.

(AFFIX NOTARY SEAL)

Notary Public
Print Name _____

My Commission Expires _____

EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY) CERTIFICATION

(Florida Statutes, Section 448.095)

PROJECT NAME: **THE CITY OF WINTER HAVEN for LAKE CONINE RECREATION ELEMENTS**

The undersigned, as an authorized officer of the contractor identified below (the “**Contractor**”), having full knowledge of the statements contained herein, hereby certifies to Polk County, a political subdivision of the State of Florida (the “**County**”), by and on behalf of the Contractor in accordance with the requirements of Section 448.095, Florida Statutes, as related to the contract entered into by and between the Contractor and the County on or about the date hereof, whereby the Contractor will provide labor, supplies, or services to the County in exchange for salary, wages, or other remuneration (the “**Contract**”), as follows:

1. Unless otherwise defined herein, terms used in this Certification which are defined in Section 448.095, Florida Statutes, as may be amended from time to time, shall have the meaning ascribed in said statute.

2. Pursuant to Section 448.095(5), Florida Statutes, the Contractor, and any subcontractor under the Contract, must register with and use the E-Verify system to verify the work authorization status of all new employees of the Contractor or subcontractor. The Contractor acknowledges and agrees that (i) the County and the Contractor may not enter into the Contract, and the Contractor may not enter into any subcontracts thereunder, unless each party to the Contract, and each party to any subcontracts thereunder, registers with and uses the E-Verify system; and (ii) use of the U.S. Department of Homeland Security’s E-Verify System and compliance with all other terms of this Certification and Section 448.095, Fla. Stat., is an express condition of the Contract, and the County may treat a failure to comply as a material breach of the Contract.

3. By entering into the Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., “Employment Eligibility,” as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the Contract. Failure to comply will lead to termination of the Contract, or if a subcontractor knowingly violates the statute or Section 448.09(1), Fla. Stat., the subcontract must be terminated immediately. If the Contract is terminated pursuant to Section 448.095, Fla. Stat., such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If the Contract is terminated for a violation of Section 448.095, Fla. Stat., by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. The Contractor shall be liable for any additional costs incurred by the County as a result of the termination of the Contract. Nothing in this Certification shall be construed to allow intentional discrimination of any class protected by law.

Executed this _____ day of _____, 2023.

ATTEST:

By: _____

PRINTED NAME: _____

Its: _____

CONTRACTOR:

By: _____

PRINTED NAME: _____

Its: _____

ESTIMATED TIMELINE (MONTHLY REPORT)SUBRECIPIENT: **THE CITY OF WINTER HAVEN**PROJECT: **CITY OF WINTER HAVEN LAKE CONINE RECREATION ELEMENTS**

DATE: _____

Signature

REPORT PERIOD _____ THRU _____

Activity	Start Date	Completion Date

Attach narrative documentation for all activities, if applicable.

[Goals and accomplishments reported must be measurable and specific to activities outlined in the Scope of Services.]

PROJECT GOALS FOR NEXT REPORTING PERIOD:

FOR CDBG USE ONLY

<u>10240</u>	<u>340553093</u>	<u>5882020</u>	<u>M230006</u>	<u>2023-2024</u>
Fund #	Cost Center #	Account #	Contract #	Funding Year

REQUIRED PROJECT DOCUMENTATION

(All documents must be submitted for reimbursement or written explanation for non-applicable documents)

1. Reimbursement Request Form for CDBG funds (Appendix B Pg 2 & Pg 3)
2. Vendor/Contractor Invoice(s)
3. Canceled Check / Full Credit Card/ Bank Statement reflecting vendor/contractors were paid.
4. Copy of purchasing Policies and Procedures.
5. Copy of Monthly Status Report. (Reporting from 1st thru last day of each month.) Due by the 15th of the following month.
6. Copy of Board approval minutes/agenda
7. Copy of public bid advertisement, letters or procedures for professional services, vendors or general contractors (see note).
8. Copy of Certificate of Insurance and/or bond.
9. Copy of SAMs Report

Design

10. Copy of bid for professional services or request for proposals.
11. Copy of each professional service proposal.
12. Copy of award letter to the qualified professional service provider.
13. Copy of contract between owner and professional services provider.
14. Copy of design drawings and specifications.

Construction

15. Certificate of Completion and/or copy of final permit.
16. Copy of bid tabulation sheet(s).
17. Copy of each contractor's bid proposal
18. Copy of award letter or minutes of bid award meeting.
19. Copy of contract between owner and contractor or vendor.
20. Copy of Notice to Proceed.
21. Copy of pre-bid meeting minutes and/or sign in sheet (if applicable)
22. Copy of pre-construction meeting minutes and/or sign in sheet (if applicable).
23. List of subcontractors (Company's name, address, trade).
24. Statement of Compliance for contractor and each subcontractor.
25. Weekly payroll from contractor and each subcontractor.

Note: i.e. architect, engineering, appraisers, contractors, vendors

Reimbursement requests will not be processed until all applicable documents are submitted.

MONITORING CHECKLIST

The information contained in this Monitoring Checklist/Report is for the purpose of internal quality control. The information does not represent the outcome of an audit by such agencies as HUD, DOT, DOE, etc. Various state and federal agencies use similar terminology but often with differing definitions. Terms as used in this Checklist/Report are defined as follows:

Finding: Apparent non-compliance with a regulation, contractual requirement, or policy. (*A Finding will reference the applicable authority [Rule, contract section, policy date or section].*)

Concern: Condition that if uncorrected, may develop into a Finding.

Occurrence: Isolated incident, requiring correction that occurred in spite of adequate quality controls.

Provider: City of Winter Haven

Project: Housing and Neighborhood Development Services
for the CDBG Program

	Yes	No	N/A
Section 1 Review			
Does the file contain a complete application?.....			
a. Articles of Incorporation?.....			
b. Roster of Board of Directors?.....			
c. Organizational Chart (names of persons in key positions)?.....			
d. Copy of 501(c)(3) Federal Tax-Exempt Letter?.....			
Are all "required documents" submitted in application in the file?			
Are updated copies of certificate of insurance/performance bonds in the file?			
Is the County named as an additional insured party or endorsed to be notified in case of cancellation?			
Are written requests for budget changes in the file?			
Are any "Budget Adjustment Sheets" properly filed?			
Are correspondences with required responses in the file?			
Section 2 Review			

	Yes	No	N/A
Is there documentation of National Objective/Census Data?			
Section 3 Review			
Are Fiscal/Budget Cover Sheets/ Finance Receipts in the file?			
Is the appropriate "checklist(s)" attached and completed?			
Are copies of cancelled checks, time sheets, payroll, paid invoices in the file?			
Have the invoices been processed in a timely manner?			
Section 5 Review			
Are all monthly status/activity reports current and in the file?			
Section 6 Review			
Are there letters of approval of application/funding?			
Is there an executed Agreement plus any Addenda in the file?			
Polk Programs and Municipalities Review			
Is there a copy of the contract for professional services for vendors/contractors?			
Are there copies of all bids, plans and specifications in the file?			
Is there a copy of the Davis-Bacon Wage Determination?			
Is there evidence that all payroll requests been verified/adjusted properly?			
Does the file contain copies of bid advertisements?			
Are copies of bids/quotes in file?			
Is there verification of the bid opening?			
Is there documentation of the pre-bid/pre-construction conference?			
If lowest bid/quote was not used, is explanation attached?			
Are copies of subcontracts included in the file?			
Are partial payment requests verified by site inspections?			
Are "Change Orders" properly documented and processed?			
Is there a final inspection report preceding final payment?			
Is there evidence that any/all liens against the contractor been released?			
Is there evidence that the Project Manager regularly monitors the project?			
Based on the evidence available, have all other HUD/County requirements been met?			
Were there any changes to the activity goals or scope of services as indicated in the Agreement?			
Did the activity funding sources change?			