



Modification to Subgrant Agreement

Small Cities CDBG Program

Form SC-44

Modification Number 4 to Subgrant Agreement Between the Florida Department of Commerce and Alachua County, Florida

This Modification Number 4 is entered into by and between the State of Florida, Department of Commerce, (“Commerce”), and Alachua County, Florida (“the Subrecipient”), (each individually a “Party” and collectively the “Parties”).

WHEREAS, Commerce and the Subrecipient entered into **Contract Number 22CV-S25, FLAIR Contract Number H2500**, on March 23, 2023 (“the Agreement”), pursuant to which Commerce provided a subgrant in the amount of \$4,403,623.54 to the Subrecipient under the Small Cities Community Development Block Grant (“CDBG”) Program as set forth in the Agreement;

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

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

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

Revise the Activity Work Plan

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

Revise the Project Budget

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

Revise the Project Narrative

3. Attachment A, Project Narrative, of the Subgrant Agreement is hereby deleted and is replaced by the revised Attachment A, which is attached hereto and incorporated herein by reference.

Change the Number of Accomplishments and/or Beneficiaries



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

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

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

Change the Participating Parties

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

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

Extend the Agreement

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

(3) Period of Agreement

Other:

9. Clause (18)(a) of the Agreement is hereby deleted in its entirety and replaced with the following:

(a) The funding for this Agreement shall not exceed \$5,037,123.54 (Five Million Thirty-Seven Thousand One Hundred Twenty-Three Dollars and Fifty-Four Cents), subject to the availability of funds. The State of Florida and Commerce’s performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the legislature, and subject to any modification in accordance with chapter 216, F.S., or by the Florida Constitution.

10. Exhibit 1 to Attachment J – Funding Sources of this Agreement is hereby deleted in its entirety and replaced by the revised Exhibit 1 to Attachment J, which is attached hereto and incorporated herein by reference.

11. Section (6)(a)&(c) Audit Requirement is hereby deleted and replaced with the following:

(a)The Subrecipient shall conduct a single or program-specific audit in accordance with the provisions of 2 C.F.R. part 200 if it expends \$1,000,000 or more in Federal awards from all sources during its fiscal year.

(c) Within 60 calendar days of the close of the fiscal year, on an annual basis, the Subrecipient shall electronically submit a completed Audit Compliance Certification, a blank version of which is attached



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hereto as Attachment K, to audit@commerce.fl.gov. The Subrecipient's timely submittal of one completed Audit Compliance Certification for each applicable fiscal year will fulfill this requirement within all agreements (e.g., contracts, grants, memorandums of understanding, memorandums of agreement, economic incentive award agreements, etc.) between Commerce and the Subrecipient. This form is in addition to the Audit Certification Memo, Form SC-47, that must be sent to Commerce if an audit is not required because the local government spent less than \$1,000,000 in Federal funds during the fiscal year.

12. This Agreement is hereby amended to add the following:

(29) Contracting with Entities of Foreign Countries of Concern Prohibited:

In accordance with section 287.138, F.S., a contract between a governmental entity and an entity which would give access to an individual's personal identifying information which is executed, extended, or renewed on or after the dates provided in section 287.138(4), F.S., must include an attestation by the entity on Form PUR 1355, "Foreign Country of Concern Attestation Form," which is incorporated herein by reference. If applicable, prior to execution of the Agreement, Subrecipient must provide Commerce with a signed Foreign Country of Concern Attestation Form pursuant to section 287.138(4), F.S., and rule 60A-1.020, F.A.C.

(30) Foreign Influence

In accordance with section 286.101, F.S., if this Agreement has a value of \$100,000 or more, Subrecipient shall disclose to Commerce any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern if such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years. The disclosure requirements are more fully defined within the statute. Subrecipient represents that it is, and for the duration of this Agreement will remain, in compliance with section 286.101, F.S.

(31) Human Trafficking

In accordance with section 787.06, F.S., when a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as defined in that statute. Prior to execution of the Agreement, Subrecipient must provide Commerce with an affidavit signed by an officer or a representative of Subrecipient under penalty of perjury attesting that Subrecipient does not use coercion for labor or services as defined in section 787.06, F.S.

13. Attachment J, Audit Requirements, is hereby deleted in its entirety and replaced with the following Attachment J – Audit Requirements.

14. Attachment K, Audit Compliance Certification, is hereby deleted in its entirety and replaced with the following Attachment K- Audit Compliance Certification.

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



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



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

State of Florida
Department of Commerce

Subrecipient: Alachua County, Florida

By: J. Alex Kelly

By: Signed by:
Michele Lieberman
B88C80D41AFC450...

Name: J. Alex Kelly

Title: Secretary

Michele Lieberman, County Manager

Date: 3/26/2026

Date: 3/16/2026

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

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

Office of the General Counsel
Florida Department of Commerce

DocuSigned by:
Corbin Hanson
9FF93D92AF02430...
Alachua County Attorney

By: Ashanti Breden

Approved Date: 3/17/2026

Attachment A – Project Narrative and Deliverables

1. **PROJECT NARRATIVE:** Alachua County (“Subrecipient”) has been selected to participate in the CDBG-CV Program. The Subrecipient will use CDBG-CV funds to convert an on-site vacant motel into a community center in support of testing and treatment for COVID-19. In addition to testing, the County will also convert the thirty-six (36) room motel into housing for the homeless who have been diagnosed with COVID-19 and are in need of a place to quarantine and isolate. This Project qualifies for CDBG-CV funding because it will prevent, prepare for, and respond to coronavirus. The Project also meets the limited clientele national objectives as it will exclusively provide housing to the homeless to quarantine and isolate after a COVID-19 diagnosis.
2. **SUBRECIPIENT RESPONSIBILITIES:** The Subrecipient shall timely perform the Deliverables and Tasks described in Attachment A – Project Narrative and Deliverables, and in doing so, the Subrecipient shall comply with all the terms and conditions of this Agreement. The Subrecipient shall agree to a written budget (“Project Detail Budget”), subject to the approval of Commerce and in conformity with the current example attached hereto as Attachment B. The Project Detail Budget must identify the maximum reimbursement allowed for the Deliverables and Tasks described in Attachment A. The Subrecipient shall also agree to and shall timely perform the activities as specified within an Activity Work Plan, subject to the approval of Commerce and in conformity with the current example attached hereto as Attachment C. The Project Budget Detail and the Activity Work Plan may be modified by the unilateral determination of Commerce or by mutual consent of the Parties.
3. **COMMERCE RESPONSIBILITIES:** Commerce shall receive and review the Deliverables and, upon Commerce’s acceptance of the Deliverables and receipt of the Subrecipient’s pertinent invoices in compliance with the invoice procedures of this Agreement, Commerce shall process payment to the Subrecipient in accordance with the terms and conditions of this Agreement.
4. **DELIVERABLES:** Subrecipient agrees to provide the following services as specified:

Deliverable	Minimum Level of Service (to submit for request for payment)	Financial Consequences
Project Implementation The Subrecipient shall complete eligible project implementation tasks as detailed in Attachment A, Section 1 – Project Narrative, Project Implementation Deliverable.	The Subrecipient shall be reimbursed upon completion of a minimum of one (1) project implementation task on a per completed task basis as detailed in Attachment A, Section 1 – Project Narrative, Project Implementation Deliverable; evidenced by invoice(s) noting completed tasks as well as payroll and other supporting documentation, as applicable.	Failure to perform the minimum level of service shall result in nonpayment for this deliverable for each payment request.
Deliverable	Minimum Level of Service (to submit for request for payment)	Financial Consequences

<p>Engineering Services The Subrecipient shall complete an eligible task as detailed in Attachment B - Project Narrative.</p>	<p>The Subrecipient shall be reimbursed upon completion of a minimum of 10 percent of one engineering task on a per completed task basis as detailed in Attachment B – Project Narrative; evidenced by invoice(s) noting completed tasks.</p>	<p>Failure to perform the minimum level of service shall result in nonpayment for this deliverable for each payment request.</p>
<p>Deliverable</p>	<p>Minimum Level of Service (to submit for request for payment)</p>	<p>Financial Consequences</p>
<p>Construction The Subrecipient shall complete infrastructure construction as detailed in Attachment B – Project Narrative.</p>	<p>Following a draw for mobilization*, the Subrecipient shall be reimbursed upon completion of a minimum of 10 percent of overall project as detailed in Attachment B – Project Narrative. As evidence of percent completed, the Subrecipient shall provide AIA forms G702/G703 or similar Commerce-approved industry-standard forms, signed by the contractor and certified by the engineer performing inspection services for the project, documenting the costs for which reimbursement is being requested, and noting overall percent completion of the project.</p> <p>* Mobilization refers to a contractor’s mobilization of equipment, materials and barriers to the work site(s).</p>	<p>Failure to perform the minimum level of service shall result in nonpayment for this deliverable for each payment request.</p>
<p style="text-align: right;">TOTAL AWARD NOT TO EXCEED: \$5,037,123.54</p>		

Administrative tasks that are eligible for reimbursement under the Planning Deliverable are as follows:

- Paid application preparation costs,
- Developed policies for the Subrecipient related to special conditions listed in this subgrant agreement,
- Prepared list of minority and women business enterprise (MBE/WBE) firms that operate in the Subrecipient’s area,
- Conducted activities related to the HUD-related environmental review,
- Prepared public notices for publication,
- Submitted public notices for publication,
- Maintained financial records related to project activities on-site,
- Conducted a Fair Housing activity,
- Maintained client files,
- Attended meetings of the Subrecipient’s local governing body to provide progress reports on subgrant activities,
- Prepared documentation for and attend on-site monitoring visits by Commerce,
- Prepared requests for funds for submission by the Subrecipient’s authorized employee,
- Prepared subgrant modification documents for the Subrecipient to submit to Commerce,
- Prepared the Administrative Closeout Report for submission by the Subrecipient,
- Prepare and submit detailed quarterly progress report, Section 3, or MBE/WBE report to Commerce,
- Respond to citizen complaints,

- Prepared responses to monitoring findings and concerns for Subrecipient to submit to Commerce or HUD,
- Paid advertising costs of public notices and invitations to bid,
- Paid permit fees,
- Paid legal fees,
- Paid invoices for environmental review activities other than advertising, and
- Paid CDBG portion of required audit.

Engineering Service tasks that are eligible for reimbursement under the Planning deliverable are as follows:

- Basic Engineering Services
 - a) Developed the preliminary plan drawings needed to complete the environmental review for the project,
 - b) Developed the preliminary specifications for the project,
 - c) Prepared permit applications,
- Preliminary Engineering Services
 - a) Provided a cost estimate of the project, and
 - b) Assessed sites for the project.
- Additional Engineering Services
 - a) Conducted site surveys for water treatment plants, sewage treatment works, dams, reservoirs, and other similar special surveys as may be required, such as route surveys,
 - b) Conducted laboratory tests, well tests, borings, and specialized geological soils, hydraulic, or other studies recommended by the engineer,
 - c) Conducted property surveys, detailed description of sites, maps, drawings, or estimates related to them, assistance in negotiating for land and easement rights,
 - d) Gathered necessary data and file maps for water rights,
 - e) Conducted redesigns ordered by the owner after final plans have been accepted by the owner and the local government, except redesigns to reduce the project cost to within the funds available and projects which received “readiness to proceed” points or a planning and design grant,
 - f) Appeared before courts or boards on matters of litigation or hearings related to the project,
 - g) Conducted environment assessments or environmental impact statements,
 - h) Performed detailed staking necessary for construction of the project in excess of the control staking,
 - i) Provided an operation and maintenance manual for a facility,
 - j) Conducted activities required to obtain state and federal regulatory agency construction permits,
 - k) Designed hookups, and
 - l) Paid the cost of engineering specialties such as electrical; hydro-geological services; biologists; and heating, ventilation, and air conditioning (HVAC).

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

- Paid application preparation costs,
- Developed policies for the Subrecipient related to special conditions listed in this subgrant agreement,
- Prepared list of minority and women business enterprise (MBE/WBE) firms that operate in the Subrecipient’s area,
- Conducted activities related to the HUD-related environmental review,
- Prepared public notices for publication,

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

Tasks that are eligible for reimbursement under the Engineering Services Deliverable are as follows:

- Basic Engineering Services
 - a) Prepared permit applications,
 - b) Attended pre-bid/pre-construction conference(s),
 - c) Prepared change orders, and
 - d) Reviewed construction bids and make recommendation to the Subrecipient.
- Resident Inspection
 - a) Inspected construction activities for consistency with plans and specifications, and
 - b) Reviewed construction invoices and certify costs.
- Preliminary Engineering Services
 - c) Provided a cost estimate of the project, and
 - d) Assessed sites for the project.
- Additional Engineering Services
 - a) Conducted site surveys for water treatment plants, sewage treatment works, dams, reservoirs, and other similar special surveys as may be required, such as route surveys,
 - b) Conducted laboratory tests, well tests, borings, and specialized geological soils, hydraulic, or other studies recommended by the engineer,
 - c) Conducted property surveys, detailed description of sites, maps, drawings, or estimates related to them, assistance in negotiating for land and easement rights,
 - d) Gathered necessary data and file maps for water rights,

- e) Conducted redesigns ordered by the owner after final plans have been accepted by the owner and the local government, except redesigns to reduce the project cost to within the funds available and projects which received “readiness to proceed” points or a planning and design grant,
- f) Appeared before courts or boards on matters of litigation or hearings related to the project,
- g) Conducted environment assessments or environmental impact statements,
- h) Performed detailed staking necessary for construction of the project in excess of the control staking,
- i) Provided an operation and maintenance manual for a facility,
- j) Conducted activities required to obtain state and federal regulatory agency construction permits,
- k) Designed hookups, and
- l) Paid the cost of engineering specialties such as electrical; hydro-geological services; biologists; and heating, ventilation, and air conditioning (HVAC).

Attachment J – Audit Requirement

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

MONITORING

In addition to reviews of audits conducted in accordance with 2 C.F.R. 200 Subpart F (Audit Requirements) and section 215.97, F.S., as revised (see “AUDITS” below), monitoring procedures may include, but not be limited to, on-site visits by Commerce staff, limited scope audits as defined by 2 C.F.R. part 200, as revised, and/or other procedures. By entering into this Agreement, the Subrecipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by Commerce. In the event Commerce determines that a limited scope audit of the Subrecipient is appropriate, the Subrecipient agrees to comply with any additional instructions provided by Commerce staff to the Subrecipient regarding such audit. The Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the Subrecipient is a State or local government or a non-profit organization as defined in 2 C.F.R. part 200, as revised.

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

200.501(h)). Additionally, for-profit entities may be subject to certain specific audit requirements of individual federal grantor agencies.

Additional Federal Single Audit Act resources can be found at:

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

PART II: STATE FUNDED

This part is applicable if the Subrecipient is a non-state entity as defined by section 215.97(2), F.S.

1. In the event that the Subrecipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such Subrecipient, the Subrecipient must have a State single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. In determining the state financial assistance expended in its fiscal year, the Subrecipient shall consider all sources of state financial assistance, including state financial assistance received from Commerce, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1, the Subrecipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the Subrecipient expends less than \$750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. In the event that the Subrecipient expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the Subrecipient's resources obtained from other than State entities).

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

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

PART III: OTHER AUDIT REQUIREMENTS

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

N/A

PART IV: REPORT SUBMISSION

1. Copies of reporting packages, to include any management letter issued by the auditor, for audits conducted in accordance with 2 C.F.R. 200 Subpart F (Audit Requirements), as revised, and required by

PART I of this Exhibit Agreement shall be submitted by or on behalf of the Subrecipient directly to each of the following at the address indicated:

A. Florida Department of Commerce
Financial Monitoring and Accountability (FMA)
The copy submitted to the FMA section should be sent via email to:
FMARWB@commerce.fl.gov

B. The Federal Audit Clearinghouse designated in 2 C.F.R. 200 Subpart F (Audit Requirements), as revised, electronically at: <https://harvester.census.gov/facweb/>

2. Copies of audit reports for audits conducted in accordance with 2 C.F.R. 200 Subpart F (Audit Requirements), as revised, and required by Part I (in correspondence accompanying the audit report, indicate the date that the Subrecipient received the audit report); copies of the reporting package described in Section .512(c), 2 C.F.R. 200 Subpart F (Audit Requirements), as revised, and any management letters issued by the auditor; copies of reports required by Part II of this Exhibit must be sent to Commerce at the addresses listed in paragraph three (3) below.

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

A. Commerce at the following address:

Electronic copies: Audit@commerce.fl.gov

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

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

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

4. Any reports, management letter, or other information required to be submitted to Commerce pursuant to this Agreement shall be submitted timely in accordance with 2 C.F.R. part 200 subpart F, section 215.97 F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Subrecipients and Sub-subrecipients, when submitting financial reporting packages to Commerce for audits done in accordance with Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Subrecipient/Sub-subrecipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The Subrecipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five (5) years from the date the audit report is issued, or five (5) state fiscal years after all reporting requirements are satisfied and final payments have been received, or for a period of three (3) years from the date that Commerce closes out the CDBG program year(s) from which the funds were awarded by the U.S. Department of Housing and Urban Development, whichever period is longer, and shall allow Commerce, or its designee, the Chief Financial Officer (CFO), or Auditor General access to such records upon request. In addition, if any litigation, claim, negotiation, audit, or other action involving the records has been started prior to the expiration of the controlling period as identified above, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer. The Subrecipient shall ensure that audit working papers are made available to Commerce, or its designee, CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by Commerce.

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Attachment K - Audit Compliance Certification

<p><i>Email a copy of this form within 60 days of the end of each fiscal year in which this subgrant was open to audit@commerce.fl.gov.</i></p>	
<p>Subrecipient:</p>	
<p>Unique ID #</p>	<p>Subrecipient's Fiscal Year:</p>
<p>Contact Name:</p>	<p>Contact's Phone:</p>
<p>Contact's Email:</p>	
<p>1. Did the Subrecipient expend state financial assistance, during its fiscal year, that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between the Subrecipient and the Florida Department of Commerce (Commerce)? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If the above answer is yes, answer the following before proceeding to item 2.</p> <p>Did the Subrecipient expend \$750,000 or more of state financial assistance (from Commerce and all other sources of state financial assistance combined) during its fiscal year? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, the Subrecipient certifies that it will timely comply with all applicable State single or project-specific audit requirements of section 215.97, Florida Statutes, and the applicable rules of the Department of Financial Services and the Auditor General.</p>	
<p>2. Did the Subrecipient expend federal awards during its fiscal year that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between the Subrecipient and Commerce? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If the above answer is yes, also answer the following before proceeding to execution of this certification:</p> <p>Did the Subrecipient expend \$1,000,000 or more in federal awards (from Commerce and all other sources of federal awards combined) during its fiscal year? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, the Subrecipient certifies that it will timely comply with all applicable single or program-specific audit requirements of 2 C.F.R. part 200, subpart F, as revised.</p>	
<p>By signing below, I certify, on behalf of the Subrecipient, that the above representations for items 1 and 2 are true and correct.</p>	
<p>_____ Signature of Authorized Representative</p>	<p>_____ Date</p>
<p>_____ Printed Name of Authorized Representative</p>	<p>_____ Title of Authorized Representative</p>

Exhibit 1 to Attachment J

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

Federal Awarding Agency:	U.S. Department of Housing and Urban Development
Federal Funds Obligated to Subrecipient:	\$5,037,123.54
Catalog of Federal Domestic Assistance Title:	Community Development Block Grants/State's Program and Non-Entitlement Grants in Hawaii
Catalog of Federal Domestic Assistance Number:	14.228
Project Description:	Funding is being provided to rehabilitate or replace substandard housing for very low-, low- and moderate-income residents.
<i>This is not a research and development award.</i>	

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

Federal Program

1. The Subrecipient shall perform its obligations in accordance with sections 290.0401- 290.048, F.S.
2. The Subrecipient shall perform its obligations in accordance with 24 C.F.R. §§ 570.480 – 570.497.
3. The Subrecipient shall perform the obligations as set forth in this Agreement, including any attachments or exhibits thereto.
4. The Subrecipient shall perform the obligations in accordance with chapter 73C-23, F.A.C.
5. The Subrecipient shall be governed by all applicable laws, rules and regulations, including, but not necessarily limited to, those identified in Attachment F – State and Federal Statutes, Regulations, and Policies

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

N/A

Matching Resources for Federal Programs: *N/A*

Subject to Section 215.97, Florida Statutes: *N/A*

Compliance Requirements Applicable to State Resources Awarded Pursuant to this Agreement are as Follows: *N/A*

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