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CITY MANAGER'S OFFICE
CITY MANAGER SIGNATURE REQUEST ROUTING FORM

Rev: 11 | **Revision Date:** 07/02/2025

SECTION 1 | SUMMARY INFORMATION

Date: 07/10/2025

■ **Agenda Item** ☐ **Commission Memo** ☐ **Letter (to external agency)** ☐ **Other Document**

Document Title/Purpose: AGREEMENT - City's Community Development Block Grant - Disaster Recovery Program Funding – Not to Exceed $6,500,000 – (Commission Districts 1, 2, 3 and 4)

Commission Meeting Date: 06/30/2025 **CAM #:** 25-0677 **Item #:** M-2

CAM attached: ■ Yes ☐ No **Action Summary Attached:** ■ Yes ☐ No **CIP FUNDED:** ■ Yes ☐ No

Community Investment Plan (CIP) Project defined as having a life of at least 10 years and a cost of at least $100,000 and shall mean improvements to real property (land, buildings, or fixtures) that add value and/or extend useful life, including major repairs such as roof replacement. Term "real property" includes land, real estate, realty, or real.

SECTION 2 | REQUESTOR (CHARTER OFFICE/DEPARTMENT)

Charter Office: N/A **Router Name:** N/A **Ext:** N/A

Department: Finance - Procurement **Router Name:** Shamori Aldridge **Ext:** 6238

Department Approval *(Director/Chief)*: **Name:** Glenn Marcos **Init.:** GM **Date:** 7/10/25

***Return Document To:** Erica Kieper **Department:** CAO **Ext:** 6088

***REMINDER:** Once review and signature at the last level of government (Federal, State, County) is complete, scan the final record copy and send to the City Clerk's Office.*

Scan Date:_____ Attach Certified Resolution #:_____ Original form route to CAO: ☐ Yes ☐ No

THE FOLLOWING SECTIONS ARE FOR CHARTER OFFICE USE ONLY

SECTION 3 | CITY ATTORNEY'S OFFICE (CAO): CAO signed/routed Required ☑ Yes ☐ No

Is the attached Granicus document final? ☑ Yes ☐ No **Number of Originals Attached:** 1

Attorney's Name: LYNN SOLOMON **Approved as to Form:** ☑ Yes ☐ No **Initials:** LS

Route to: Finance *(if applicable)* **Date:** N/A **Route to: CCO Date:** 7/21/25

SECTION 4 | CITY CLERK'S OFFICE (CCO)

City Clerk Office Receive and Scan Date:_____ **Number of Originals:**_____

Route to CMO Date: 07/21/25 **Route to Mayor Date:**_____

SECTION 5 | CITY MANAGER'S OFFICE (CMO)

LOG #: JUL 70 **Date Received:** 7/22/25 **Received From:** CCO

To CM/ACM: ☐ R. Williams ☒ C. Cooper ☐ Y. Matthews ☐ B. Rogers

Approved Init: ~~JS~~ for continuous routing to ***Rickelle Williams, City Manager/Executive Director***

Disapproved:_____ **Comments:**_____

Executive Assistant Route to CCO Date: 7/25/25

Form Approved by: Rickelle Williams, City Manager
Uncontrolled in hard copy unless otherwise marked

WE BUILD COMMUNITY

details

File #:	250677 Version: 1
Type:	MOTION
Title:	Motion Approving an Agreement Between the City of Fort Lauderdale and IEM International, Inc. to Assist in Implementing and Managing the City's Community Development Block Grant - Disaster Recovery Program Funding - Not to Exceed $6,500,000 - (Commission Districts 1, 2, 3 and 4)
Mover:	Steven Glassman
Seconder:	Ben Sorensen
Result:	Pass
Agenda note:	
Minutes note:	
Action:	APPROVED
Action text:	APPROVED

votes (4:0)

5 records Group Export

Person Name	Vote
Pam Beasley-Pittman	Yea
Ben Sorensen	Yea
John C. Herbst	Not Present
Steven Glassman	Yea
Dean J. Trantalis	Yea

CITY OF FORT LAUDERDALE
City Commission Agenda Memo **#25-0677**
REGULAR MEETING

TO: Honorable Mayor & Members of the Fort Lauderdale City Commission

FROM: Rickelle Williams, City Manager

DATE: June 30, 2025

TITLE: Motion Approving an Agreement Between the City of Fort Lauderdale and IEM International, Inc. to Assist in Implementing and Managing the City's Community Development Block Grant - Disaster Recovery Program Funding – Not to Exceed $6,500,000 – (**Commission Districts 1, 2, 3 and 4**)

Recommendation

Staff recommends the City Commission approve an agreement between the City of Fort Lauderdale and IEM International, Inc., in substantially the form attached, for the implementation and management of the Community Development Block Grant-Disaster Recovery (CDBG-DR) program funding awarded to the City of Fort Lauderdale, in the not-to-exceed amount of $6,500,000.

Background

On April 12, 2023, the City of Fort Lauderdale experienced a thousand-year historic rainfall event and suffered from widespread flooding that destroyed properties throughout the City. On January 16, 2025, it was announced that the City of Fort Lauderdale was allocated $88,051,000 in CDBG-DR funds (Exhibit 1 - Federal Register Volume 90, Number 10, Notices). The funds were made available by the Disaster Relief Supplemental Appropriations Act, 2025, for major disasters occurring in 2023 or 2024.

Activities eligible under this grant include but are not limited to:

- Constructing new housing for residents located in a floodplain;
- Buying severely damaged structures and relocating the affected household or business out of harm's way;
- Debris removal (when it is not covered by another source, such as FEMA);
- Rehabilitation of homes or non-residential buildings damaged by the disaster;
- Constructing or rehabilitating public facilities or improvements (e.g., streets, government buildings, neighborhood centers, and water/sewer/drainage systems);
- Costs of environmental reviews and mitigation to offset environmental impacts;
- Homeownership assistance (e.g., down payment assistance, interest rate subsidies, and loan guarantees);
- Public services (generally limited to no more than 15% of the grant);
- Helping businesses retain or create jobs;

- Code enforcement (tied to flood prevention, preparation or mitigation);
- Planning (limited to 15% of the award); and
- Administration (limited to 5% of the award).

On April 3, 2025, the City's Procurement Services Division issued Request for Proposals (RFP) Event No. 455-2 to solicit competitive proposals from qualified and experienced consulting firms to provide technical assistance on behalf of the United States Department of Housing and Urban Development (HUD) for its Community Development Block Grant - Disaster Recovery (CDBG-DR) program and to implement and manage the City's CDBG-DR program.

The Scope of Services includes conducting a needs assessment, developing an Action Plan, obtaining Action Plan approval from HUD, implementing programs and projects identified in the approved Action Plan, documenting compliance, reporting and maintaining the Disaster Recovery Grant Reporting System, and other duties and responsibilities as deemed necessary.

During the solicitation process, Addendum No. 1 was issued to correct the Question & Answer closing date from April 14, 2025 to April 15, 2025. Addendum No. 2 included a time extension to provide answers to questions from potential proposers and an extension of the solicitation deadline to April 24, 2025 to allow sufficient time for proposers to prepare and submit their response thereafter.

On April 24, 2025, the RFP closed with a total of six (6) firms submitting proposals:

- GrantWorks, Inc.
- Hagerty Consulting, Inc.
- ICF Incorporated LLC
- IEM International, Inc.
- Lemoine Disaster Recovery, LLC
- Tetra Tech, Inc.

On June 3, 2025, the Evaluation Committee convened to evaluate the proposals and hear presentations. The firms were ranked based on the evaluation criteria shown in the table below.

CRITERIA	SCORE
Experience of the Firm and Key Personnel Experience	35%
Approach to Scope and Adherence to Timeline	30%
Reference & Past Performance	15%
Cost Proposal	20%
TOTAL	**100%**

Evaluation of the proposals resulted in the following ranking:

VENDOR	RANK
IEM International, Inc.	1
Tetra Tech, Inc.	2
ICF Incorporated LLC	3
Hagerty Consulting, Inc.	4
Lemoine Disaster Recovery, LLC	5
GrantWorks, Inc.	6

The proposal by IEM International, Inc. met all the solicitation requirements, and it was deemed the highest ranked, responsive, and responsible firm. The Disadvantaged Business Enterprise preference is not applicable to this solicitation.

Negotiations have been completed, and staff is recommending the award to IEM International, Inc. The scope of services developed in the Agreement allows for task orders to be issued on as needed basis to supplement existing internal City resources to implement and manage the CDBG-DR program. The CDBG-DR program is new to the City of Fort Lauderdale and represents a substantial amount of funds to manage in compliance with technical program requirements. The expenditure of funds is restricted to specific types of eligible projects and strict timelines. As a new program, staff require technical assistance and additional capacity to efficiently navigate through the program to ensure success. Therefore, staff recommends entering into an agreement that will allow a qualified contractor possessing the required technical expertise to support and guide City staff to administer the CDBG-DR program. Services provided by IEM International, Inc. will be covered by the funds allowable for Administration (5%) and Planning (15%). Although the CDBG-DR program allows for a higher allocation of dollars (approximately up to $17.6 million or 20%) to this activity, staff recommends that the City Commission authorize a lesser amount of up to $6,500,000 for the services being procured.

Resource Impact

There will be a fiscal impact to the City in the amount of $6,500,000 for this agreement in Fiscal Year 2025. However, funds will be expended on a task order basis over the maximum six (6)-year life of the program. Funds are available in the account listed below.

Funds available as of June 20, 2025					
ACCOUNT NUMBER	**COST CENTER NAME (Program)**	**CHARACTER/ ACCOUNT NAME**	**AMENDED BUDGET (Character)**	**AVAILABLE BALANCE (Character)**	**AMOUNT**
10-108-9300-554-80-8001-25CD-DRADM	2025 CDBG – Disaster Recovery-Administration	Grant Services / Program Funds	$4,400,000	$4,400,000	$4,000,000
10-108-9300-554-80-8001-25CD-DRPLN	2025 CDBG – Disaster Recovery-Planning	Grant Services / Program Funds	$13,207,650	$13,207,650	$2,500,000
				TOTAL AMOUNT ►	$6,500,000

Strategic Connections

This item is a FY *2025 Commission Priority*, advancing the Infrastructure and Resilience and the Affordable Housing and Economic Development initiatives.

This item supports the *Press Play Fort Lauderdale 2029* Strategic Plan, specifically advancing:

- The Housing Focus Area, Goal 2: Enable housing options for all income levels.
- The Infrastructure and Resilience Focus Area, Goal 3: Be a sustainable and resilient community.
- The Business Growth and Support Focus Area, Goal 6: Build a diverse and attractive economy.

This item advances the *Fast Forward Fort Lauderdale* 2035 Vision Plan: We Are Ready.

This item supports the *Advance Fort Lauderdale* 2040 Comprehensive Plan, specifically advancing:

- The Internal Support Focus Area
- The Climate Change Element
- Goal 3: Preserve and enhance the quality of life through advance planning, improved coordination with businesses and local and regional governments, better monitoring of evolving conditions, and equitable provision of resources to address issues related to climate change, hazard and natural disaster resiliency and recovery.

Attachments

Exhibit 1 - Federal Register, Vol. 90, No. 10
Exhibit 2 - Solicitation
Exhibit 3 - IEM International, Inc. Proposal
Exhibit 4 - Evaluation Committee Scores
Exhibit 5 - Negotiated Hourly Rates
Exhibit 6 - Agreement

Prepared by:	Glenn Marcos, Chief Procurement Officer, Finance Rachel Williams, Housing & Community Development Manager, Development Services Yesenia Pascual, Senior Procurement Specialist, Finance Shamori Aldridge, Senior Administrative Assistance, Finance
Department Directors:	Porshia Garcia, Development Services Linda Short, Finance

AGREEMENT FOR
455- COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY
(CDBG-DR)

THIS AGREEMENT, made this 24th day of July 2025 is by and between the City of Fort Lauderdale, a Florida municipality, ("City"), whose address is 101 NE 3rd Avenue, Fort Lauderdale, Florida, 33301, and **IEM International, Inc. a Delaware corporation authorized to transact business in the state of Florida** ("Consultant") whose address is 5420 Wade Park Boulevard, Sute 140, Raleigh, North Carolina 27607, **Phone: (917)-940-2707,** Email: tim.lagudi@iem.com.

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the City and the Consultant covenant and agree as follows:

WITNESSETH:

1. DOCUMENTS

The following documents (collectively "Contract Documents") are hereby incorporated into and made part of this Agreement (Form P-0001):

1.1 **Request for Proposal (RFP) No. 455 Community Development Block Grant Disaster Recovery (CDBG-DR)** including any and all addenda, prepared by the City of Fort Lauderdale, (**"RFP" or "Exhibit A").**

1.2 The Consultant's response to the **RFP**, dated **April 24, 2025,** (**"Exhibit B"**).

All Contract Documents may also be collectively referred to as the "Documents." In the event of any conflict between or among the Documents or any ambiguity or missing specifications or instruction, the following priority is established:

A. First, specific directions from the City Manager (or designee)
B. Second, this Agreement (Form P-0001) dated July 24th, 2025, and any attachments.
C. Third, Exhibit A
D. Fourth, Exhibit B

2. SCOPE

The Consultant shall perform the Work under the general direction of the City as set forth in the Solicitation Documents for Community Development Block Grant Disaster Recovery (CDBG-DR).

Unless otherwise specified herein, the Consultant shall perform all services identified in this Agreement as applicable and authorized by individual Task Orders for each phase. The City reserves the right to create multiple task orders within each phase.

The Parties agree that the Scope of Services is a description of Consultant's obligations and responsibilities, and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the Work described that exclusion would render performance by Consultant impractical, illogical, or unconscionable.

Consultant acknowledges and agrees that the City's Contract Manager, Rachel Williams or other another person designated by the City Manager, has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement. Any change orders to the Scope of Services or amendments to the Contract Documents must be authorized by the City Manager, or his/her designee, and approved by the City Commission whenever required in compliance with the Charter and Code of Ordinances for the City of Fort Lauderdale.

The Contractors performance of its duties and obligations under this Agreement shall comply with the Universal Notice (the "Universal Notice") published January 8, 2025 in the Federal Register, Volume 90, No. 5 and any amendments thereto and the Allocation Announcement (the "Allocation Announcement") published January 16, 2025 in the Federal Register, Volume 90, No. 10 and any amendments thereto. The Consultant shall perform the Scope of Services in five phases, each authorized though individual or multiple Task Orders within each phase. The Consultant shall complete all phases in a timely manner to meet all federal deadlines including the performance period of the grant. Each deliverable will require review and approval by the City's Contract Manager and/or the City Commission prior to submission to the United States Department of Housing and Urban Development (HUD).

2.1 Scope of Services

2.1.1 Phase I

During this phase of the Project Consultant shall:

- Develop a Citizen participation plan specifically for the CDBG-DR program. This includes soliciting and keeping a record of all public comments and obtaining appropriate approvals.
- Coordinate with the City's Finance Department to complete the Financial Management and Grant Compliance Certification checklist.
- Submit the Financial Management and Grant Compliance Certification Check list to HUD for Review and approval.
- Maintain all associated records in a secure and confidential physical or electronic database which allows appropriate and authorized city staff access.
- All applicable public notices and correspondence must be posted to the City's CDBG-DR webpage in compliance with CDBG-DR grant requirements.

2.1.2 Phase II

During this phase of the Project Consultant shall:

- Apply for access to the HUD Disaster Recovery Grant Reporting system (DRGR) via the city housing and community development division.
- Develop needs assessment survey, obtain approval from the City's Structural Innovation Division prior to publishing for the public.

- Host at minimum three public meetings to facilitate citizen participation and at minimum 2 public hearings by the City Commission and otherwise comply with the Citizen Participation Plan. Process must be followed as depicted in the Sample Timeline for Phases 1-3 (Exhibit A).

- Submit Action Plan to HUD via DRGR.

2.1.3 Phase III

This phase is the implementation of the Action Plan. Once the Action Plan is approved by HUD and the Grant agreement has been signed by the City, a physical copy of the approved plan must be presented to City Staff in Housing and Community Development for publishing on the City's CDBG-DR webpage. In this phase, the Consultant shall be required to develop policies and procedures for all programs/ activities to be carried out in the approved action plan. All policies and procedures must be submitted to the City's Housing and Community Development, Risk Management, and Office of the City Attorney for review prior to implementation. The finalized policies and procedures must be published on the City's DRGR-Web page. Additional details of Phase III can be found in the Sample Timeline for Phases 1-3 (Exhibit A).

2.1.4 Phase IV

This phase is the project / activity implementation and management phase. Seventy percent (70%) of the CDBG-DR funds must meet low income/moderate income households and families (The Universal Notice Section III B,1 Grant Administration). The Consultant shall be responsible for implementing programs or carrying out projects independently or using sub-consultants or appropriate professionals such as licensed engineers, environmental specialists or other skilled professionals. All services must be solicited in compliance with all applicable government procurement standards and all applicable documentation must be kept on record and made available for review by applicable city staff or audit teams. The City will require a monthly update on all projects and activities. In addition, ongoing funding reconciliation with the City's finance team will be required. At minimum, reconciliation will be done monthly. Implementation activities shall comply with the Action Plan and adopted policies and procedures.

2.1.5 Phase V

Phase five involves master reconciliation, independent audit, final documentation of accomplishments in DRGR and working with city staff and HUD to Close out the grant in full compliance.

By signing this Agreement, the Consultant represents that it has thoroughly reviewed the documents incorporated into this Agreement by reference and that it accepts the description of the Work and the conditions under which the Work is to be performed.

2.2 Sub-consultants

Should the successful candidate choose to use sub-consultants, these sub-consultants should not have a history of debarment, must be able to demonstrate sound financial capacity and have a recently conducted financial audit or single audit as applicable with the single audit threshold. All sub-consultants, professionals, general Consultants, and service providers must be licensed, insured and authorized to do business in the State of Florida. The successful candidate will be responsible for all payments to sub-consultants and

professional engagement by candidate. The City will not make any payments on behalf of the successful candidate.

2.3 Audits

The City will require quarterly audits or review of financial records by either City Staff or an independent firm.

2.4 Deliverables

In addition to the work to be performed in each phase outlined above in the Scope of Services, it is the expectation of the City that the Consultant shall:

1. Provide general disaster recovery and mitigation management for CDBG-DR funds.
2. Have team experience in managing CDBG-DR programs from the start of the process through close-out of the grant.
3. Demonstrate extensive knowledge of Public Law 118-158, The Universal Notice (Docket No. FR-6489-N-01), and all other applicable laws and regulations.
4. Have staff available to attend or conduct public meetings at both local and federal level.
5. Ensure that policies and procedures are clearly defined and accessible to the public with clear eligibility criteria.
6. Provide technical assistance or source the necessary technical expertise which may include but not be limited to architectural, engineering and environmental services.
7. Ensure that all eligible projects and associated costs have been captured and supported by applicable source documentation. Conduct accurate reconciliation and timely reporting both to the City and to HUD with the goal of meeting all local and federal deadlines.
8. Collaborate with FEMA to prevent duplication of benefit and to obtain needed data for reporting and plan development e.g. insurance information etc.
9. Work with all Local, State, and Federal authorities to obtain permits, waivers and or special documentation required for compliance at all levels.
10. Review all data on supporting documentation for cost reimbursement to determine if they are allowable, eligible and adequately supported.
11. Ensure that all contracts, agreements and purchasing documents include the appropriate language and provisions.
12. Review documentation for crosscutting regulations such as Davis Bacon, Section 3, Uniform Relocation Act, and Part 58 for correctness and accuracy.

The Consultant is responsible for ensuring that the City is in full compliance with the terms of the CDBG-DR Grant agreement, the Universal Notice and the Allocation Announcement and all other federal regulations related to the administration of this Grant.

3. TASK ORDERS

The Project will be divided into Phases/Tasks.

3.1 Task Orders shall be jointly prepared by the City and Consultant defining the detailed scope of services to be provided for the Phase/Task. Each Task Order shall be separately numbered and approved in accordance with this Agreement and all applicable City/State/Federal code requirements.

3.2 Under all Task Orders and Phases, the City may require the Consultant, by specific written authorization, to provide or assist in obtaining one or more of the following special services. These services may include, at the discretion of the City, the following items:

3.2.1 Providing additional copies of reports, documents, presentations, etc.

3.2.2 Assisting City with litigation support services arising from the planning, development, or construction.

3.2.3 Prior to initiating the performance of any services under this Agreement, Consultant must receive a written Notice to Proceed/Purchase Order from the City's Contract Manager. The Consultant must receive the approval of the Contract Manager or his/her designee in writing prior to beginning the performance of services in any subsequent Phase/Task Order under this Agreement.

3.2.4 If, in the opinion of the City, the Consultant is improperly performing the services under a specific Task Order, or if at any time the City shall be of the opinion that said Task Order is being unnecessarily delayed and will not be completed within the agreed upon time, the City shall notify the Consultant in writing. The Consultant has within ten (10) working days thereafter to take such measures as will, in the judgment of the City, ensure satisfactory performance and completion of the work. If the Consultant fails to cure within the ten (10) working days, the City may notify the Consultant to discontinue all work under the specified Task Order. The Consultant shall immediately respect said notice and stop said work and cease to have any rights in the possession of the work and shall forfeit the Task Order and any remaining monies.

Failure to cure in the timeframe allotted is a material breach of the contract and constitutes grounds for termination of this Agreement. In the event of termination, the City shall recapture, from the Consultant, any funds owed to HUD as a result of the actions of the Consultant. The City shall also be entitled to any excess costs incurred by the City to complete the Work.

4. TERM OF AGREEMENT

The initial term of the agreement is for five (5) years. The contract term shall commence upon the date of the award by the City. The City reserves the right to extend the contract for two (2) additional six (6) month terms providing all terms, conditions and specifications remain the same, both parties agree to the extension, and such an extension is approved by the City. In the event the term of this Agreement extends beyond the end of any fiscal year of the City, to wit, September 30th, the continuation of this Agreement beyond the end of such fiscal year shall be subject to both the appropriation and the availability of funds and receipt of funds from HUD. This extension

will be to facilitate any corrections required by HUD and shall not exceed the initial contracted amount.

5. COMPENSATION

City agrees to pay Consultant as compensation for performance of all services as related to each Task Order, under the terms of this Agreement, a Not to Exceed Amount as agreed upon per Task Order. It is agreed that the method of compensation is that of a "Not to Exceed Amount" which means that Consultant shall perform all services set forth in each Task Order for total compensation in the amount of or less than that stated total. The hourly rate-billing schedule to be used in negotiating each Task Order is attached as Exhibit "B." The negotiated hourly rate-billing schedule are ceiling rates, which can be further negotiated below the ceiling rates on a task order basis.

A not to exceed proposal shall be accompanied by the Consultant's estimate. The estimate shall detail the direct labor costs by categories of employees, work hours, and hourly rate; overhead; direct non-salary expenses including reimbursables; and profit, or as required by individual Task Order.

6. METHOD OF BILLING AND PAYMENT

Consultant may submit invoices for compensation no more often than monthly, but only after the services for which the invoices are submitted have been completed. An original invoice plus one copy are due within fifteen (15) days of the end of the month except for the final invoice which must be received no later than sixty (60) days after this Agreement expires. Invoices shall designate the nature of the services performed and/or the goods provided.

The payments will be made at intervals as described above upon successful completion of deliverables. The Final payment will not be made until the consolidated plan has been submitted and approved by HUD.

City shall pay Consultant within forty-five (45) days of receipt of Consultant's proper invoice, as provided in the Florida Local Government Prompt Payment Act.

To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by the City's Contract Manager. Payment may be withheld for failure of Consultant to comply with a term, condition, or requirement of this Agreement.

Notwithstanding any provision of this Agreement to the contrary, City may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the City's Contract Manager or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by City.

7. GENERAL CONDITIONS

7.1 Indemnification

Consultant shall protect and defend at Consultant's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or

arising directly or indirectly out of any act or omission by the Consultant or by any officer, employee, agent, invitee, subconsultant, or sublicensee of the Consultant. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the City Manager, any sums due Consultant under this Agreement may be retained by City until all of City's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

7.2 Intellectual Property

Consultant shall protect and defend at Consultant's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, royalties, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any infringement or allegation of infringement of any patent, copyright, or other intellectual property right in connection with the Consultant's or the City's use of any copyrighted, patented or un-patented invention, process, article, material, or device that is manufactured, provided, or used pursuant to this Agreement. If the Consultant uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

7.3 Termination for Cause

The aggrieved party may terminate this Agreement for cause if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. The City Manager may also terminate this Agreement upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The parties agree that if the City erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

This Agreement may be terminated for cause for reasons including, but not limited to, Consultant's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to perform the Work to the City's satisfaction; or failure to continuously perform the Work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.

7.4 Termination for Convenience

The City reserves the right, in its best interest as determined by the City, to cancel this contract for convenience by giving written notice to the Consultant at least thirty (30) days prior to the effective date of such cancellation. In the event this Agreement is terminated for convenience, Consultant shall be paid for any services performed to the City's satisfaction pursuant to the Agreement through the termination date specified in the written notice of termination. Consultant acknowledges and agrees that he/she/it has received good, valuable and sufficient consideration from City, the receipt and adequacy of which are hereby acknowledged by Consultant, for City's right to terminate this Agreement for convenience.

7.5 Cancellation for Unappropriated Funds

The City reserves the right, in its best interest as determined by the City, to cancel this contract for unappropriated funds or unavailability of funds by giving written notice to the Consultant at least thirty (30) days prior to the effective date of such cancellation. The obligation of the City for payment to a Consultant is limited to the availability of funds appropriated in the current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise provided by law.

7.6 Insurance

As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, Contractor shall, at its sole expense, provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of Contractor. Contractor shall provide the City a certificate of insurance evidencing such coverage. Contractor's insurance coverage shall be primary insurance for all applicable policies, in respect to the City's interests for this Agreement. The limits of coverage under each policy maintained by Contractor shall not be interpreted as limiting Contractor's liability and obligations under this Agreement. All insurance policies shall be through insurers authorized or eligible to write policies in the State of Florida and possess an A.M. Best rating of A-, VII or better, subject to approval by the City's Risk Manager.

The coverages, limits, and/or endorsements required herein protect the interests of the City, and these coverages, limits, and/or endorsements shall in no way be relied upon by Contractor for assessing the extent or determining appropriate types and limits of coverage to protect Contractor against any loss exposures, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under this Agreement.

The following insurance policies and coverages are required:

Professional Liability
Coverage must be afforded for Wrongful Acts in an amount not less than $1,000,000 each claim and $2,000,000 aggregate.

Contractor must keep the professional liability insurance in force until the third anniversary of expiration or early termination of this Agreement or the third anniversary of acceptance of work by the City, whichever is longer, which obligation shall survive expiration or early termination of this Agreement.

Cyber Liability
Coverage must be afforded in an amount not less than $1,000,000 per claim for negligent retention of data as well as notification and related costs for cyber incidents.

Fidelity/Dishonesty and/or Commercial Crime
Coverage must be afforded in an amount not less than $1,000,000 per loss for dishonest acts of Contractor's employees, including but not limited to theft of money,

personal property, vehicles, materials, supplies, equipment, tools, etc. Third-party coverage must be included under the policy.

Commercial General Liability
Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- $1,000,000 each occurrence and $2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- $1,000,000 each occurrence and $2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for contractual liability and independent contractors.

The City, a Florida municipality, its officials, employees, and volunteers are to be included as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the City, its officials, employees, and volunteers.

Business Automobile Liability
Proof of coverage must be provided for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than the State of Florida required minimums unless a different amount is required by City Ordinance(s).

If Contractor does not own vehicles, Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Workers' Compensation and Employer's Liability
Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute.

Contractor waives, and Contractor shall ensure that Contractor's insurance carrier waives, all subrogation rights against the City, its officials, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

Contractor must be in compliance with all applicable State and federal workers' compensation laws.

Insurance Certificate Requirements

a. Contractor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than ten (10) days prior to the start of work contemplated in this Agreement.
b. Contractor shall provide the City with a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.

c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.

d. In the event the Agreement term or any surviving obligation of Contractor following expiration or early termination of the Agreement goes beyond the expiration date of the insurance policy, Contractor shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.

e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.

f. The City shall be included as an Additional Insured on the Commercial General Liability and Cyber Liability policies.

g. The City shall be granted a Waiver of Subrogation on Contractor's Workers' Compensation insurance policy.

h. The title of the Agreement, Bid/Contract number, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:
City of Fort Lauderdale
401 SE 21st Street
Fort Lauderdale, FL 33316

Contractor has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the application of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for including the City as an Additional Insured shall be at Contractor's expense.

If Contractor's primary insurance policy/policies do not meet the minimum requirements as set forth in this Agreement, Contractor may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

Contractor's insurance coverage shall be primary insurance in respect to the City's interests for this Agreement, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City shall be non-contributory.

Any exclusion or provision in any insurance policy maintained by Contractor that excludes coverage required in this Agreement shall be deemed unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the Agreement work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage may be considered breach of contract. In addition, Contractor must provide to the City confirmation of coverage renewal via an updated certificate of insurance should any policies expire prior to the expiration of this Agreement. The City

reserves the right to review, at any time, coverage forms and limits of Contractor's insurance policies.

Contractor shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement to Contractor's insurance company or companies and the City's Risk Management office as soon as practical.

It is Contractor's responsibility to ensure that any and all of Contractor's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of Contractor. The City reserves the right to adjust insurance limits from time to time at its discretion with notice to Contractor.

Data Security Incident

The Contractor agrees to provide electronic and physical security to personal information, as defined in Section 501.171, Florida Statutes (2024), as may be amended or revised, ("Section 501.171"), that is obtained from the City, in accordance with the standard set forth in Section 501.171. As provided in Section 501.171, the Contractor shall take reasonable measures to protect and secure data in electronic form containing personal information. The Contractor shall notify the City of any breach of security of a system maintained by the Contractor as expeditiously as practicable, but no later than 10 days following the determination of the breach of security or reason to believe the breach occurred. Such notification from the Contractor shall include all information that the City needs to comply with the notice requirements set forth in Section 501.171. The Contractor, as the City's third-party agent, as defined in Section 501.171, shall comply with and perform all of the requirements set forth in Subsections 501.171(3) and (4), Florida Statutes (2024), as may be amended or revised, in the event the Contractor experiences a breach of security involving unauthorized access to the City's data in electronic form containing personal information.

In addition to complying with Subsections 501.171(3) and (4), Florida Statutes (2024), as may be amended or revised, the Contractor shall provide credit monitoring and identity theft protection to affected persons, establish and operate a call center for affected persons, and perform other functions and services as required by law. The Contractor shall ensure that the City is in compliance with all legal requirements and laws associated with the breach of security or the potential breach of security.

In the event of a breach of security of a system maintained by the Contractor or reason to believe a breach occurred, Contractor shall immediately take such actions as may be necessary to preserve forensic evidence and eliminate the cause of the breach of security. Contractor shall provide the City all information reasonably necessary to understand the nature and scope of the breach of security, including what actions Contractor has taken to mitigate any harmful effect of the unauthorized use or disclosure of, or access to, the City's data in electronic form containing personal information. Until the resolution of the data security incident, Contractor shall provide this information to the City at thirty-day intervals from the date of the breach.

The City may suspend any services or products provided by Contractor until the City determines that the cause of the breach of security has been sufficiently mitigated. Failure by the Contractor to comply with this section may be considered breach of contract.

7.7 Environmental, Health and Safety

Consultant shall place the highest priority on health and safety and shall maintain a safe working environment during performance of the work. Consultant shall comply, and shall secure compliance by its employees, agents, and subconsultants, with all applicable environmental, health, safety and security laws and regulations, and performance conditions in this Agreement. Compliance with such requirements shall represent the minimum standard required of Consultant. Consultant shall be responsible for examining all requirements and determine whether additional or more stringent environmental, health, safety and security provisions are required for the work. Consultant agrees to utilize protective devices as required by applicable laws, regulations, and any industry or Consultant's health and safety plans and regulations, and to pay the costs and expenses thereof, and warrants that all such persons shall be fit and qualified to carry out the Work.

7.8 Standard of Care

Consultant represents that he/she/it is qualified to perform the work, that Consultant and his/her/its subconsultants possess current, valid state and/or local licenses to perform the Work, and that their services shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other qualified consultants under similar circumstances.

7.9 Rights in Documents and Work

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of City; and Consultant disclaims any copyright in such materials. In the event of and upon termination of this Agreement, any work product, reports, photographs, surveys, and other data and documents prepared by Consultant, whether finished or unfinished, shall become the property of City and shall be delivered by Consultant to the City's Contract Manager within seven (7) days of termination of this Agreement by either party. Any compensation due to Consultant shall be withheld until Consultant delivers all documents to the City as provided herein. All information transferred to the City shall be in a written form in English and/or shall be compatible with the City's existing software.

7.10 Audit Right and Retention of Records

City shall have the right to audit the books, records, and accounts of Consultant and Consultant's subconsultants that are related to this Agreement. Consultant shall keep, and Consultant shall cause Consultant's subconsultants to keep, such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. All books, records, and accounts of Consultant and Consultant's subconsultants shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Consultant or Consultant's subconsultant(s), as applicable, shall make same available at no cost to City in written form.

Consultant and Consultant's subconsultant(s) shall preserve and make available, at reasonable times for examination and audit by City in Broward County, Florida, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida public records law, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or preserve and make available as required by Federal law, or if the Florida

Public Records Act or Federal law is not applicable, for a minimum period of three (3) years after termination of this Agreement,. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida public records law and/or Federal law is determined by City to be applicable to Consultant and Consultant's subconsultants' records, Consultant and Consultant's subconsultants shall comply with all requirements thereof; however, Consultant and Consultant's subconsultants shall violate no confidentiality or non-disclosure requirement of either federal or state law. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for City's disallowance and recovery of any payment upon such entry.

Consultant shall, by written contract, require Consultant's subconsultants to agree to the requirements and obligations of this Section.

The Consultant shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract.

The Consultant shall pay any and all fines or penalties incurred by the City as a result of the Consultant or the Consultant's subconsultants disclosure of confidential information or failure to retain records related to this Agreement.

7.11 Public Entity Crime Act

Consultant represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, as may be amended from time to time, which essentially provides that a person or affiliate who is a consultant, consultant, or other provider and 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 City, may not submit a bid on a contract with City for the construction or repair of a public building or public work, may not submit bids on leases of real property to City, may not be awarded or perform work as a consultant, supplier, subconsultant, or consultant under a contract with City, and may not transact any business with City in excess of the threshold amount provided in Section 287.017, Florida Statutes, as may be amended from time to time, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid by City pursuant to this Agreement and may result in debarment from City's competitive procurement activities.

7.12 Independent Consultant

Consultant is an independent consultant under this Agreement. Services provided by Consultant pursuant to this Agreement shall be subject to the supervision of the Consultant. In providing such services, neither Consultant nor Consultant's agents shall act as officers, employees, or agents of City. No partnership, joint venture, or other joint relationship is created hereby. City does not extend to Consultant or Consultant's agents any authority of any kind to bind City in any respect whatsoever.

7.13 Inspection and Non-Waiver

Consultant shall permit the representatives of City to inspect and observe the Work at all times.

The failure of the City to insist upon strict performance of any other terms of this Agreement or to exercise any rights conferred by this Agreement shall not be construed by Consultant as a waiver of the City's right to assert or rely on any such terms or rights on any future occasion or as a waiver of any other terms or rights.

7.14 Assignment and Performance

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other party. In addition, Consultant shall not subcontract any portion of the Work required by this Agreement, except as provided in the Schedule of Subconsultant Participation. City may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by Consultant of this Agreement or any right or interest herein without City's written consent.

Consultant represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

Consultant shall perform Consultant's duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of Consultant's performance and all interim and final product(s) provided to or on behalf of City shall be comparable to the best local and national standards.

In the event Consultant engages any subconsultant in the performance of this Agreement, Consultant shall ensure that all of Consultant's subconsultants perform in accordance with the terms and conditions of this Agreement. Consultant shall be fully responsible for all of Consultant's subconsultants' performance, and liable for any of Consultant's subconsultants' non-performance and all of Consultant's subconsultants' acts and omissions. Consultant shall defend at Consultant's expense, counsel being subject to City's approval or disapproval, and indemnify and hold City and City's officers, employees, and agents harmless from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, by or in favor of any of Consultant's subconsultants for payment for work performed for City by any of such subconsultants, and from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, occasioned by or arising out of any act or omission by any of Consultant 's subconsultants or by any of Consultant's subconsultants' officers, agents, or employees. Consultant's use of subconsultants in connection with this Agreement shall be subject to City's prior written approval, which approval City may revoke at any time.

7.15 Conflicts

Neither Consultant nor any of Consultant's employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Consultant's loyal and conscientious exercise of judgment and care related to Consultant's performance under this Agreement.

Consultant further agrees that none of Consultant's officers or employees shall, during the term of this Agreement, serve as an expert witness against City in any legal or administrative proceeding in which he, she, or Consultant is not a party, unless compelled by court process. Further, Consultant agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of City in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Consultant or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

In the event Consultant is permitted pursuant to this Agreement to utilize subconsultants to perform any services required by this Agreement, Consultant agrees to require such subconsultants, by written contract, to comply with the provisions of this section to the same extent as Consultant.

7.16 Schedule and Delays

Time is of the essence in this Agreement. By signing, Consultant affirms that it believes the schedule to be reasonable; provided, however, the parties acknowledge that the schedule might be modified as the City directs.

7.17 Materiality and Waiver of Breach

City and Consultant agree that each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the parties in exchange for *quid pro quo*, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.

City's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

7.18 Compliance with Laws

Consultant shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing Consultant's duties, responsibilities, and obligations pursuant to this Agreement.

7.19 Severance

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the provisions not having been found by a court of competent jurisdiction to be invalid or unenforceable shall continue to be effective.

7.20 Limitation of Liability

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the sum of $1,000. Consultant hereby expresses its willingness to enter into this Agreement with Consultant's recovery from the City for any damage action for breach of contract or for any

action or claim arising from this Agreement to be limited to a maximum amount of $1,000 less the amount of all funds actually paid by the City to Consultant pursuant to this Agreement.

Accordingly, and notwithstanding any other term or condition of this Agreement, Consultant hereby agrees that the City shall not be liable to Consultant for damages in an amount in excess of $1,000 which amount shall be reduced by the amount actually paid by the City to Consultant pursuant to this Agreement, for any action for breach of contract or for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon City's liability as set forth in Section 768.28, Florida Statutes.

7.21 Jurisdiction, Venue, Waiver, Waiver of Jury Trial

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of this Agreement, and for any other legal proceeding, shall be in the Seventeenth Judicial Circuit in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida, Fort Lauderdale Division.

In the event Consultant is a corporation organized under the laws of any province of Canada or is a Canadian federal corporation, the City may enforce in the United States of America or in Canada or in both countries a judgment entered against the Consultant. The Consultant waives any and all defenses to the City's enforcement in Canada of a judgment entered by a court in the United States of America.

7.22 Amendments

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Mayor-Commissioner and/or City Manager, as determined by City Charter and Ordinances or Resolutions, and Consultant or others delegated authority to or otherwise authorized to execute same on their behalf.

7.23 Prior Agreements

This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

7.24 Payable Interest

Except as required and provided for by the Florida Local Government Prompt Payment Act, City shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Consultant waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

7.25 Representation of Authority

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

7.26 Uncontrollable Circumstances ("Force Majeure")

The City and Consultant will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage in Broward County which impacts Consultant's performance, , provided that:

1. The nonperforming party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

2. The excuse for performance is of no greater scope and of no longer duration than is required by the Force Majeure;

3. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

The non-performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Consultant will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

5. HUD excuses the City's performance under the CDBG-DR Grant Agreement in writing and grants the City additional time for performance of the City's obligations.

7.27 Scrutinized Companies

Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), *affirmed*, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Consultant certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes (2024), as may be amended or revised, and that it does not have business operations in Cuba or Syria, as provided in Section 287.135, Florida Statutes (2024), as may be amended or revised. The Consultant certifies that it is not on the Scrutinized Companies that Boycott Israel List

created pursuant to Section 215.4725, Florida Statutes (2024), as may be amended or revised, and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if the Consultant is found to have submitted a false certification as provided under subsection (5) of Section 287.135, Florida Statutes (2024), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List, or been placed on a list created pursuant to Section 215.473, Florida Statutes (2024), as may be amended or revised, relating to scrutinized active business operations in Iran, or been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2024), as may be amended or revised, or is engaged in a boycott of Israel, or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2024), as may be amended or revised.

7.28 Public Records

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE, 101 NE. 3rd AVENUE, SUITE 2100 , FORT LAUDERDALE, FLORIDA, 33301, PHONE: 954-828-5002, EMAIL: PRRCONTRACT@FORTLAUDERDALE.GOV.

Consultant shall comply with public records laws, and Consultant shall:

1. Keep and maintain public records required by the City to perform the service.

2. Upon request from the City's custodian of public records, provide the City 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 (2024), as may be amended or revised, or as otherwise provided by law.

3. 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 contract term and following completion of the contract if the Consultant does not transfer the records to the City.

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

7.29 Non-Discrimination

The Consultant shall not discriminate against its employees based on the employee's race, color, religion, gender, gender identity, gender expression, marital status, sexual

orientation, national origin, age, disability, or any other protected classification as defined by applicable law.

1. The Consultant certifies and represents that the Consultant offers the same health benefits to the domestic partners of its employees as are offered its employees' spouses or offers its employees the cash equivalent of such health benefits because it is unable to provide health benefits to its employees' domestic partners, and that the Consultant will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, (2025), as may be amended or revised, ("Section 2-187"), during the entire term of this Agreement.

2. The failure of the Consultant to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.

3. The City may terminate this Agreement if the Consultant fails to comply with Section 2-187.

4. The City may retain all monies due or to become due until the Consultant complies with Section 2-187.

5. The Consultant may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida

7.30 E-Verify

As a condition precedent to the effectiveness of this Agreement, pursuant to Section 448.095, Florida Statutes (2024), as may be amended or revised, the Consultant and its subcontractors shall register with and use the E-Verify system to electronically verify the employment eligibility of newly hired employees.

1. The Consultant shall require each of its subcontractors, if any, to provide the Consultant with an affidavit stating that the subconsultant does not employ, contract with, or subcontract with an unauthorized alien. The Consultant shall maintain a copy of the subcontractor's affidavit for the duration of this Agreement and in accordance with the public records requirements of this Agreement.

2. The City, the Consultant, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Subsection 448.09(1), Florida Statutes (2024), as may be amended or revised, shall terminate the contract with the person or entity.

3. The City, upon good faith belief that a subcontractor knowingly violated the provisions of Subsection 448.095(5), Florida Statutes (2024), as may be amended or revised, but that the Consultant otherwise complied with Subsection 448.095(5), Florida Statutes (2024), as may be amended or revised, shall promptly notify Consultant and order the Consultant to immediately terminate the contract with the subcontractor, and the Consultant shall comply with such order.

4. A contract terminated under Subparagraph 448.095(5)(c)1. or 2., Florida Statutes (2024), as may be amended or revised, is not a breach of contract and may not be considered as such. If the City terminates this contract under Paragraph 448.095(5)(c), Florida Statutes (2024), as may be amended or revised, the Consultant may not be awarded a public contract for at least one year after the date on which the contract was terminated. The Consultant is liable for any additional costs incurred by the City as a result of termination of this Agreement.

5. Consultant shall include in each of its subcontracts, if any, the requirements set forth in this Section 2.33, including this subparagraph, requiring any and all subcontractors, as defined in Subsection 448.095(1)(e), Florida Statutes (2024), as may be amended or revised, to include all of the requirements of this Section 2.33 in their subcontracts. Consultant shall be responsible for compliance by any and all subcontractors, as defined in Subsection 448.095(1)(e), Florida Statutes (2024), as may be amended or revised, with the requirements of Section 448.095, Florida Statutes (2024), as may be amended or revised.

7.31 Anti-Human Trafficking

As a condition precedent to the effectiveness of this Agreement, the Contractor shall provide the City with and affidavit signed by an officer or a representative of the Contractor under penalty of perjury attesting that the Contractor does not use coercion for labor or services defined in Section 787.06, Florida Statues (2024), as may be amended or revised.

7.32 FEMA-HUD Computer Matching Agreement

In the event any of the Consultant's employees, principals, officers ,members or agents are appointed as authorized users under the FEMA-HUD Computer Matching Agreement (the "Matching Agreement"), the Consultant shall comply with all the requirements on the use of data in the Matching Agreement. The Consultant unlawful disclosure of the data is a misdemeanor and subject to a fine of up to $5,000.00. The Consultant shall not use the data for any other purpose other than in the performance of its official duties. The Consultant shall not disclose or publish any information whereby a household or individual could be identified. Only persons within the Consultant's organization shall be authorized to access the data. The Consultant in all respects shall comply with the terms and conditions of the Matching Agreement. Consultant shall protect and defend at Consultant's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission which violates the terms of the Matching Agreement or exposes the City to liability by the Consultant or by any officer, employee, agent, invitee, subconsultant, or sublicensee of the Consultant.

7.33 Foreign Countries of Concern

As a condition precedent to the effectiveness of this Agreement, the Contractor shall provide the City with an affidavit signed by an officer or representative of the Contractor under penalty of perjury attesting that the Contractor does not meet any of the criteria in

paragraphs (2)(a)-(c) of Section 287.138, Florida Statutes (2024), as may be amended or revised.

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IN WITNESS WHEREOF, the City and the Consultant execute this Contract as follows:

CITY OF FORT LAUDERDALE, Florida
municipal corporation

By: Rickelle Williams
Rickelle Williams
City Manager

Date: 7/24/25

ATTEST:

By:
David R. Soloman, City Clerk

Approved as to form and correctness:
D'Wayne M. Spence, Interim City Attorney

Lynn Solomon, Assistant City Attorney

CONSULTANT

WITNESSES:

Signature

Lucas Boyd
Print Name

Ashley Felder
Signature

Ashley Felder
Print Name

IEM International, Inc., a Delaware corporation authorized to transact business in the state of Florida

By: _____
Bradley L. Tiffee
Chief Administrative Officer

ATTEST:

By: _____
Bradley L. Tiffee
Secretary

(CORPORATE SEAL)

IEM INTERNATIONAL, INC. CORPORATE SEAL DELAWARE

STATE OF Louisiana:
COUNTY OF East Baton Rouge

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 8 day of July, 2025, by **Bradley L. Tiffee**, as **Chief Administrative Officer**, for **IEM International, Inc.**, a Delaware corporation authorized to transact business in the state of Florida.

KEITH R. REYNOLDS NOTARY PUBLIC BAR ROLL #33330 STATE OF LOUISIANA

_____
(Signature of Notary Public – State of LA)
Keith Reynolds
(Print, Type or Stamp Commissioned Name of Notary Public)

Personally Known ✓ OR Produced Identification ____
Type of Identification Produced_____

Event # 455-0

Name: Community Development Block Grant Disaster Recovery (CDBG-DR

Description: The City of Fort Lauderdale (City) is seeking a qualified and experienced Consulting Firm (the Consultant) to provide Technical Assistance on behalf of the US Department of Housing and Urban Development (HUD) for its Community Development Block Grant -Disaster Recovery (CDBG-DR) program, to implement and manage the City's CDBG-DR program. This will include conducting needs assessment, developing an Action Plan, obtaining Action Plan approval from HUD, implementing program, and projects identified in the approved Action Plan, documenting compliance, reporting and maintaining the Disaster Recovery Grant Reporting System and such other duties and responsibilities associated with this Scope of Work.

Buyer: PASCUAL, YESENIA

Status: Open

Event Type: RFP

Currency: USD

Sealed Bid: Yes

Respond To All Lines: Yes

Q & A Allowed: Yes

Number Of Amendments: 0

Display Bid Tabulation: Do Not Display

Event Dates

Preview:

Q & A Open: 04/08/2025 08:01:00 PM

Open: 04/03/2025 08:00:00 PM

Q & A Close: 04/15/2025 05:00:00 PM

Close: 04/17/2025 02:00:00 PM

Dispute Close:

Questions

Question	Response Type	Attachment
Did you sign and attach all the Required Forms?	Yes No	Event 455-Required Forms.pdf
The attached Anti-Human Trafficking Affidavit will be requested by the city from the awarded Bidder. This is an exhibit only and not needed as part of your initial bid response.	Yes No	Anti-Human Trafficking Affidavit Rv 1-13-2025.pdf

Meetings

Event # 455-0: Community Development Block Grant Disaster Recovery (CDBG-DR

Meeting	Description	Location	Date	Required
PRE-Proposal Meeting	Microsoft Teams Need help? Join the meeting now Meeting ID: 292 405 624 311 Passcode: 9Pt7uE9K Dial in by phone	Teams	04/10/2025 10:00:00 AM	No

Attachments

Name	Description	Attachment
Event 455- CDBG Grant Program-Solicitation	Event 455- CDBG Grant Program-Solicitation 4-3-2025	Event 455- CDBG Grant Program-Solicitation 4-3-2025.pdf
Event 455-CDBG- Sample Service Agreement	Event 455-CDBG- Sample Service Agreement 4-3-25	Event 455-CDBG- Sample Service Agreement 4-3-25.pdf
General Conditions	General Conditions	General Conditions - Rev 08-2023.pdf

Contacts

Name	Email Address
YESENIA PASCUAL	ypascual@fortlauderdale.gov

Commodity Codes

Commodity Code	Description
906-64	Planning, Urban (Community, Regional, Area wide, and State)
918	CONSULTING SERVICES
918-27	Community Development Consulting
918-31	Construction Consulting
918-32	Consulting Services (Not Otherwise Classified)
918-42	Engineering Consulting

Commodity Code	Description
918-42	Engineering Consulting
918-58	Governmental Consulting
918-63	Housing Consulting
918-75	Management Consulting
918-83	Organizational Development Consulting
918-90	Strategic Technology Planning and Consulting Services
952-78	Safe Housing
952-81	Slum/Community Redevelopment Services

Line Details

Line 1: COMMUNITY DEVELOPMENT BLOCK GRANT-DISASTER RECOVERY

Description: COMMUNITY DEVELOPMENT BLOCK GRANT-DISASTER RECOVERY

Item: CONSULT-MANAGE PROGRAM COMMUNITY DEVELOPMENT BLOCK GRANT-DISASTER RECOVERY

Commodity Code: 918 CONSULTING SERVICES

Manufacturer Code: MFC **Division:** DIV

Quantity: 1.0000 **Unit of Measure:** LS

Requested Delivery Date: 11/30/2025

Require Response: Yes **Price Breaks Allowed:** No **Allow Alternate Responses:** No

Add On Charges Allowed: No

Request for Proposal

RFP EVENT# 455

COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY (CDBG-DR)

City of Fort Lauderdale

YESENIA PASCUAL
Sr. PROCUREMENT SPECIALIST
Telephone: (954) 828-5257 E-mail: ypascual@fortlauderdale.gov

Bid ID: 455
Community Development Block Grant Disaster Recovery (CDBG-DR)

Bid Start Date:	April 03, 2025
Bid End Date:	April 17, 2025, 2:00 PM EST
Q & A End Date:	April 14, 2025, 5:00 PM EST
Bid Contact	Yesenia Pascual Sr. Procurement Specialist 954-828-5257 ypascual@fortlauderdale.gov
Contract Duration	One Time Purchase Contract
Renewal	Not Applicable
Prices Good for	120 days

Comments

The City of Fort Lauderdale (City) is seeking a qualified and experienced Consulting Firm (the Consultant) to provide Technical Assistance on behalf of the US Department of Housing and Urban Development (HUD) for its Community Development Block Grant -Disaster Recovery (CDBG-DR) program, to implement and manage the City's CDBG-DR program. This will include conducting needs assessment, developing an Action Plan, obtaining Action Plan approval from HUD, implementing program, and projects identified in the approved Action Plan, documenting compliance, reporting and maintaining the Disaster Recovery Grant Reporting System and such other duties and responsibilities associated with this Scope of Work.

The Scope of Work will be performed in five phases/Tasks. The successful candidate will be required to complete all phases in a timely manner to meet all federal deadlines including the performance period of the grant.

Sealed proposals will be received electronically until 2:00 P.M., local time, on Thursday, April 17, 2025 , Please be advised that effective immediately, and until further notice, all Invitations to Bid, by the City of Fort Lauderdale will be opened electronically via City's on-line strategic sourcing platform at the date and time indicated on the solicitation. This notice supersedes any indication on any current unopened solicitation that may give a specific location for the solicitation opening. Once the Procurement Specialist opens the solicitation, the bid tabulations may be viewed immediately on a computer, laptop, cell phone, or any other device with WiFi access.

Anyone requesting assistance or having further inquiry in this matter must contact the Procurement Specialist indicated on the solicitation, via the Question and Answer forum on the City's online Sourcing Platform before the Last Day for Questions indicated in the Solicitation.

There will be a [virtual] pre-proposal conference on April 10th, 2025 @ 10:00 AM, local time. This meeting will be held through Microsoft Teams. See the solicitation document for additional information.

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SECTION I – INTRODUCTION AND INFORMATION

1.1 Purpose

The City of Fort Lauderdale (City) is seeking a qualified and experienced Consulting Firm (the Consultant) to provide Technical Assistance on behalf of the US Department of Housing and Urban Development (HUD) for its Community Development Block Grant -Disaster Recovery (CDBG-DR) program, to implement and manage the City's CDBG-DR program. This will include conducting needs assessment, developing an Action Plan, obtaining Action Plan approval from HUD, implementing program, and projects identified in the approved Action Plan, documenting compliance, reporting and maintaining the Disaster Recovery Grant Reporting System and such other duties and responsibilities associated with this Scope of Work.

1.2 Point of Contact

For information concerning procedures for responding to this solicitation, contact Sr. Procurement Specialist Yesenia Pascual at (954) 828-5257 or email at ypascual@fortlauderdale.gov. Such contact shall be for clarification purposes only.

For information concerning technical specifications, please utilize the question / answer feature provided by the City's on-line strategic sourcing platform. Questions of a material nature must be received prior to the cut-off date specified in the RFP Schedule. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum. Consultants please note: Proposals shall be submitted as stated in PART IV – Submittal Requirements. No part of your proposal can be submitted via FAX. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the Consultant has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required. The entire proposal must be submitted in accordance with all specifications contained in this solicitation. The questions and answers submitted in the City's on-line strategic sourcing platform shall become part of any contract that is created from this RFP.

1.3 Pre-proposal Conference

There will be a [virtual] pre-proposal conference on April 10th, 2025 @ 10:00 AM, local time. This meeting will be held through Microsoft Teams:

Microsoft Teams Need help?
Join the meeting now
Meeting ID: 292 405 624 311
Passcode: 9Pt7uE9K

Dial in by phone
+1 954-686-7296,,68418458# United States, Fort Lauderdale
Find a local number
Phone conference ID: 684 184 58#
Join on a video conferencing device
Tenant key: fortlauderdale1@m.webex.com
Video ID: 114 548 368 2
More info
For organizers: Meeting options | Reset dial-in PIN

This meeting is facilitated by the City of Fort Lauderdale. Meeting content may be subject to Florida Statute Chapter 119 concerning public records and subject to disclosure.

It will be the sole responsibility of the Consultant to become familiar with the scope of the City's requirements and systems prior to submitting a proposal. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the Proposer has familiarized themselves with the nature and extent of the work, equipment, materials, and labor required.

1.4 CITY'S ON-LINE STRATEGIC SOURCING PLATFORM

The City of Fort Lauderdale uses the City's on-line strategic sourcing platform to administer the competitive solicitation process, including but not limited to soliciting proposals, issuing addenda, posting results and issuing notification of an intended decision. There is no charge to register and download the RFP from the City's on-line strategic sourcing platform. Proposers are strongly encouraged to read the supplier tutorials available in the City's on-line strategic sourcing platform well in advance of their intention of submitting a proposal to ensure familiarity with the use of the City's on-line strategic sourcing platform. The City shall not be responsible for a Proposers inability to submit a Proposal by the end date and time for any reason, including issues arising from the use of the City's on-line strategic sourcing platform.

It is the sole responsibility of the Proposer to ensure that their proposal is submitted electronically through the City's on-line strategic sourcing platform no later than the time and date specified in this solicitation. PAPER PROPOSAL SUBMITTALS WILL NOT BE ACCEPTED. PROPOSALS MUST BE SUBMITTED ELECTRONICALLY VIA the City's on-line strategic sourcing platform.

1.5 Electronic Bid Openings/Proposal Closings

Please be advised that effective immediately, and until further notice, all Invitation to Bids, Request for Proposals, Request for Qualifications, and other solicitations led by the City of Fort Lauderdale will be opened electronically via the City's on-line strategic sourcing platform at the date and time indicated on the solicitation. All openings will be held on the City's on-line strategic sourcing platform.

Anyone requesting assistance or having further inquiry into this matter must contact the Procurement Specialist indicated on the solicitation, via the Question-and-Answer forum on the City's on-line strategic sourcing platform before the Last Day for Questions indicated in the Solicitation.

END OF SECTION

SECTION II - SPECIAL TERMS AND CONDITIONS

2.1 General Conditions

RFP General Conditions (Form G-107, Rev. 02/23) are included and made a part of this RFP.

2.2 Addenda, Changes, and Interpretations

It is the sole responsibility of each firm to notify the Buyer utilizing the question / answer feature provided by the City's on-line strategic sourcing platform and request modification or clarification of any ambiguity, conflict, discrepancy, omission, or other error discovered in this competitive solicitation. Requests for clarification, modification, interpretation, or changes must be received prior to the Question and Answer (Q & A) Deadline. Requests received after this date may not be addressed. Questions and requests for information that would not materially affect the scope of services to be performed, or the solicitation process will be answered within the question / answer feature provided by the City's on-line strategic sourcing platform and shall be for clarification purposes only. Material changes, if any, to the scope of services or the solicitation process will only be transmitted by official written addendum issued by the City and uploaded to the City's on-line strategic sourcing platform as a separate addendum to the RFP. Under no circumstances shall an oral explanation given by any City official, officer, staff, or agent be binding upon the City and should be disregarded. All addenda are a part of the competitive solicitation documents, and each firm will be bound by such addenda. It is the responsibility of each to read and comprehend all addenda issued.

2.3 Changes and Alterations

Proposer may change or withdraw a Proposal at any time prior to Proposal submission deadline; however, no oral modifications will be allowed. Modifications shall not be allowed following the Proposal deadline.

2.4 Proposer's Costs

The City shall not be liable for any costs incurred by Proposers in responding to this RFP.

2.5 Pricing/Delivery

The Project will be divided into Phases/Tasks. Task Orders shall be jointly prepared by the City and Consultant defining the detailed scope of services to be provided for the project phase. Each Task Order shall be separately numbered and approved in accordance with this Agreement and all applicable City code requirements.

2.6 Price Validity

Prices provided in this Request for Proposals (RFP) shall be valid for at least One Hundred and Twenty (120) days from time of RFP opening unless otherwise extended and agreed upon by the City and Bidder/Proposer. The City shall award the contract within this time period or shall request to the recommended awarded vendor an extension to hold pricing, until products/services have been awarded.

2.7 Invoices/Payment

A payment schedule based upon agreed upon deliverables may be developed with the awarded Consultant.

2.8 Related Expenses/Travel Expenses- N/A

2.9 Payment Method- Payment to vendor will be made via check.

2.10 Mistakes

The proposer shall examine this RFP carefully. The submission of a Proposal shall be prima facie evidence that the consultant has full knowledge of the scope, nature, and quality of the work to be performed; the detailed requirements of the specifications; and the conditions under which the work is to be performed. Ignorance of the requirements will not relieve the consultant from liability and obligations under the Contract.

2.11 Acceptance of Proposals / Minor Irregularities

2.11.1 The City reserves the right to accept or reject any or all proposals, part of proposals, and to waive minor irregularities or variances to specifications contained in proposals which do not make the proposal conditional in nature and minor irregularities in the solicitation process. A minor irregularity shall be a variation from the solicitation that does not affect the price of the contract or does not give a respondent an advantage or benefit not enjoyed by other respondents, does not adversely impact the interests of other firms, or does not affect the fundamental fairness of the solicitation process. The City also reserves the right to reissue a Request for Proposal.

2.11.2 The City reserves the right to disqualify Proposer during any phase of the competitive solicitation process and terminate for cause any resulting contract upon evidence of collusion with intent to defraud or other illegal practices on the part of the Proposer.

2.12 Modification of Services

2.12.1 While this contract is for services provided to the department referenced in this RFP, the City may require similar work for other City departments. Successful Proposer agrees to take on such work unless such work would not be considered reasonable or become an undue burden to the Successful Proposer.

2.12.2 The City reserves the right to delete any portion of the work at any time without cause, and if such right is exercised by the City, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If work has already been accomplished and approved by the City on any portion of a contract resulting from this RFP, the Successful Proposer shall be paid for the work completed on the basis of the estimated percentage of completion of such portion to the total project cost.

2.12.3 The City may require additional items or services of a similar nature, but not specifically listed in the contract. The Successful Proposer agrees to provide such items or services and shall provide the City prices on such additional items or services. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items or services from other vendors, or to cancel the contract upon giving the Successful Proposer thirty (30) days written notice.

2.12.4 If the Successful Proposer and the City agree on modifications or revisions to the task elements, after the City has approved work to begin on a particular task or project, and a

budget has been established for that task or project, the Successful Proposer will submit a revised budget to the City for approval prior to proceeding with the work.

2.13 Non-Exclusive Contract – N/A

2.14 Sample Contract Agreement - See Attachment 1

2.15 Responsiveness

In order to be considered responsive to the solicitation, the firm's proposal shall fully conform in all material respects to the solicitation and all its requirements, including all form and substance.

2.16 Responsibility

In order to be considered as a responsible firm, firm shall be fully capable to meet all of the requirements of the solicitation and subsequent contract, must possess the full capability, including financial and technical, to perform as contractually required, and must be able to fully document the ability to provide good faith performance.

2.17 Minimum Qualifications

Proposers shall be in the business of developing and implementing CDBG-Disaster Recovery programs and must possess sufficient financial support, equipment, and organization to ensure that it can satisfactorily perform the services if awarded a Contract. Proposers must demonstrate that they, or the key staff assigned to the project, have successfully provided services with similar magnitude to those specified in the scope of services to at least one entity similar in size and complexity to the City of Fort Lauderdale or can demonstrate they have the experience with large scale private sector clients and the managerial and financial ability to successfully perform the work.

Proposers shall satisfy each of the following requirements cited below. Failure to do so may result in the proposal being deemed non-responsive.

2.17.1 Proposer or principals shall have relevant experience in developing and implementing CDBG-Disaster Recovery programs. Project Manager assigned to the work must have at least five (5) years of experience in developing and implementing CDBG-Disaster Recovery programs and have served as project lead on similar projects.

2.17.2 Before awarding a contract, the City reserves the right to request that a Proposer submit such evidence of qualifications as the City may deem necessary. Further, the City may consider any evidence of the financial, technical, and other qualifications and abilities of a firm or principals, including previous experiences of same with the City and performance evaluation for services, in making the award in the best interest of the City.

2.17.3 Firm or principals shall have no record of judgments, pending lawsuits against the City or criminal activities involving moral turpitude and not have any conflicts of interest that have not been waived by the City Commission.

2.17.4 Neither firm nor any principal, officer, or stockholder shall be in arrears or in default of any debt or contract involving the City, (as a party to a contract, or otherwise); nor have failed to perform faithfully on any previous contract with the City.

2.18 Lobbying Activities

ALL CONSULTANTS PLEASE NOTE: Any Consultant submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-11-42, and Resolution No. 07-101, Lobbying Activities. Copies of Ordinance No. C-11-42 and Resolution No. 07-101 may be obtained from the City Clerk's Office, located at 1 East Broward Boulevard, Suite 444, Fort Lauderdale, Florida 33301.

2.19 Local Business Preference- N/A

2.20 Disadvantaged Business Enterprise Preference-N/A

2.21 Protest Procedure

2.21.1 Any Proposer who is not recommended for award of a contract and who alleges a failure by the city to follow the city's procurement ordinance or any applicable law, may follow the protest procedure as found in the city's procurement ordinance within five (5) days after a notice of intent to award is posted on the city's web site at the following link: Click Here

2.21.2 The complete protest ordinance may be found on the city's web site at the following link: Click Here

2.22 Public Entity Crimes

Consultant represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes (2023), as may be amended or revised, which essentially provides that a person or affiliate who is a Consultant, consultant, or other provider and 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 City, may not submit a bid on a contract with City for the construction or repair of a public building or public work, may not submit bids on leases of real property to City, may not be awarded or perform work as a Consultant, supplier, subconsultant, or consultant under an Agreement with City, and may not transact any business with City in excess of the threshold amount provided in Section 287.017, Florida Statutes (2023), as may be amended or revised, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this Section shall result in termination of this Agreement and recovery of all monies paid by City pursuant to this Agreement and may result in debarment from City's competitive procurement activities.

2.23 Subconsultants

2.23.1 If the Consultant proposes to use subconsultants in the course of providing these services to the City, this information shall be a part of the bid/proposal response. Such information shall be subject to review, acceptance, and approval of the City, prior to any contract award. The City reserves the right to approve or disapprove of any subconsultant candidate in its best interest and to require Consultant to replace subconsultant with one that meets City approval.

2.23.2 Consultant shall ensure that all of Consultant's subconsultants perform in accordance with the terms and conditions of this Contract. Consultant shall be fully responsible for all of Consultant's subconsultants' performance, and liable for any of Consultant's subconsultants' non-performance and all of Consultant's subconsultants' acts and omissions. Consultant shall defend, at Consultant's expense, counsel being subject to the City's approval or disapproval, and indemnify and hold harmless the City and the City's officers, employees, and agents from and against any claim, lawsuit, third-party action, or

judgment, including any award of attorney fees and any award of costs, by or in favor of any Consultant's subconsultants for payment for work performed for the City.

2.23.3 Consultant shall require all its subconsultants to provide the required insurance coverage as well as any other coverage that the Consultant may consider necessary, and any deficiency in the coverage or policy limits of said subconsultants will be the sole responsibility of the Consultant.

2.24 Proposal Security – N/A

2.25 Payment and Performance Bond – N/A

2.26 Insurance Requirements

As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, Consultant shall, at its sole expense, provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of Consultant. Consultant shall provide the City a certificate of insurance evidencing such coverage. Consultant's insurance coverage shall be primary insurance for all applicable policies, in respect to the City's interests for this Agreement. The limits of coverage under each policy maintained by Consultant shall not be interpreted as limiting Consultant's liability and obligations under this Agreement. All insurance policies shall be through insurers authorized or eligible to write policies in the State of Florida and possess an A.M. Best rating of A-, VII or better, subject to approval by the City's Risk Manager.

The coverages, limits, and/or endorsements required herein protect the interests of the City, and these coverages, limits, and/or endorsements shall in no way be relied upon by Consultant for assessing the extent or determining appropriate types and limits of coverage to protect Consultant against any loss exposures, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Consultant under this Agreement.

The following insurance policies and coverages are required:

Professional Liability

Coverage must be afforded for Wrongful Acts in an amount not less than $1,000,000 each claim and $2,000,000 aggregate.

Consultant must keep the professional liability insurance in force until the third anniversary of expiration or early termination of this Agreement or the third anniversary of acceptance of work by the City, whichever is longer, which obligation shall survive expiration or early termination of this Agreement.

Cyber Liability

Coverage must be afforded in an amount not less than $1,000,000 per claim for negligent retention of data as well as notification and related costs for cyber incidents.

Fidelity/Dishonesty and/or Commercial Crime

Coverage must be afforded in an amount not less than $1,000,000 per loss for dishonest acts of Consultant's employees, including but not limited to theft of money, personal property, vehicles, materials, supplies, equipment, tools, etc. Third-party coverage must be included under the policy.

Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- $1,000,000 each occurrence and $2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- $1,000,000 each occurrence, and $2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for contractual liability and independent Consultants.

The City, a Florida municipality, its officials, employees, and volunteers are to be included as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of Consultant. The coverage shall contain no special limitation on the scope of protection afforded to the City, its officials, employees, and volunteers.

Business Automobile Liability

Proof of coverage must be provided for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than the State of Florida required minimums unless a different amount is required by City Ordinance(s).

If Consultant does not own vehicles, Consultant shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute.

Consultant waives, and Consultant shall ensure that Consultant's insurance carrier waives, all subrogation rights against the City, its officials, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

Consultant must be in compliance with all applicable State and federal workers' compensation laws.

Insurance Certificate Requirements

a. Consultant shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than ten (10) days prior to the start of work contemplated in this Agreement.
b. Consultant shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of Consultant to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
d. In the event the Agreement term or any surviving obligation of Consultant following expiration or early termination of the Agreement goes beyond the expiration date of the insurance policy, Consultant shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.
e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
f. The City shall be included as an Additional Insured on the Commercial General Liability and Cyber Liability policies.
g. The City shall be granted a Waiver of Subrogation on Consultant's Workers' Compensation insurance policy.
h. The title of the Agreement, Bid/Contract number, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:
City of Fort Lauderdale
401 SE 21st Street
Fort Lauderdale, FL 33316

Consultant has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the application of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for including the City as an Additional Insured shall be at Consultant's expense.

If Consultant's primary insurance policy/policies do not meet the minimum requirements as set forth in this Agreement, Consultant may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

Consultant's insurance coverage shall be primary insurance in respect to the City's interests for this Agreement, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City shall be non-contributory.

Any exclusion or provision in any insurance policy maintained by Consultant that excludes coverage required in this Agreement shall be deemed unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the Agreement work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage may be considered breach of contract. In addition, Consultant must provide to the City confirmation of coverage renewal via an updated certificate of insurance should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Consultant's insurance policies.

Consultant shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement to Consultant's insurance company or companies and the City's Risk Management office as soon as practical.

It is Consultant's responsibility to ensure that any and all of Consultant's independent Consultants and subconsultants comply with these insurance requirements. All coverages for independent Consultants and subconsultants shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of Consultant. The City reserves the right to adjust insurance limits from time to time at its discretion with notice to Consultant.

Data Security Incident

The Consultant agrees to provide electronic and physical security to personal information, as defined in Section 501.171, Florida Statutes (2025), as may be amended or revised, ("Section 501.171"), that is obtained from the City, in accordance with the standard set forth in Section 501.171. As provided in Section 501.171, the Consultant shall take reasonable measures to protect and secure data in electronic form containing personal information. The Consultant shall notify the City of any breach of security of a system maintained by the Consultant as expeditiously as practicable, but no later than 10 days following the determination of the breach of security or reason to believe the breach occurred. Such notification from the Consultant shall include all information that the City needs to comply with the notice requirements set forth in Section 501.171. The Consultant, as the City's third-party agent, as defined in Section 501.171, shall comply with and perform all of the requirements set forth in Subsections 501.171(3) and (4), Florida Statutes (2025), as may be amended or revised, in the event the Consultant experiences a breach of security involving unauthorized access of the City's data in

electronic form containing personal information.

In addition to complying with Subsections 501.171(3) and (4), Florida Statutes (2025), as may be amended or revised, the Consultant shall provide credit monitoring and identity theft protection to affected persons, establish and operate a call center for affected persons, and perform other functions and services as required by law. The Consultant shall ensure that the City is in compliance with all legal requirements and laws associated with the breach of security or the potential breach of security.

In the event of a breach of security of a system maintained by the Consultant or reason to believe a breach occurred, Consultant shall immediately take such actions as may be necessary to preserve forensic evidence and eliminate the cause of the breach of security. Consultant shall provide the City all information reasonably necessary to understand the nature and scope of the breach of security, including what actions Consultant has taken to mitigate any harmful effect of the unauthorized use or disclosure of, or access to, the City's data in electronic form containing personal information. Until the resolution of the data security incident, Consultant shall provide this information to the City at thirty-day intervals from the date of the breach.

The City may suspend any services or products provided by Consultant until the City determines that the cause of the breach of security has been sufficiently mitigated. Failure by the Consultant to comply with this section may be considered breach of contract.

2.27 Award of Contract

A Contract (the "Agreement") may be awarded by the City Commission. The City reserves the right to execute or not execute, as applicable, a contract with the Proposer(s) that is determined to be in the City's best interests. The City reserves the right to award a contract to more than one Proposer, at the sole and absolute discretion of the City.

2.28 Unauthorized Work

The Successful Proposer(s) shall not begin work until a Contract has been awarded by the City Commission and a notice to proceed has been issued. Proposer(s) agree and understand that the issuance of a Purchase Order shall be issued and provided to the Successful Proposer(s) following Commission award; however, receipt of a purchase order and/or task order shall not prevent the Successful Proposer(s) from commencing the work once the City Commission has awarded the contract and notice to proceed is issued.

2.29 Damage to Public or Private Property

Extreme care shall be taken to safeguard all existing facilities, site amenities, irrigation systems, vehicles, etc. on or around the job site. Damage to public and/or private property shall be the responsibility of the Consultant and shall be repaired and/or replaced at no additional cost to the City.

2.30 Safety

The Consultant(s) shall adhere to the Florida Department of Transportation's Uniform manual on Traffic Control for construction and maintenance work zones when working on or near a roadway. It will be the sole responsibility of the Consultant to make themselves and their employees fully aware of these provisions, especially those applicable to safety.

2.31 Uncontrollable Circumstances ("Force Majeure")

The City and Consultant will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

2.31.1 The non-performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

2.31.2 The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

2.31.3 No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

2.31.4 The non-performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Consultant will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

2.32 Canadian Companies

In the event Consultant is a corporation organized under the laws of any province of Canada or is a Canadian federal corporation, the City may enforce in the United States of America or in Canada or in both countries a judgment entered against the Consultant. The Consultant waives any and all defenses to the City's enforcement in Canada, of a judgment entered by a court in the United States of America. All monetary amounts set forth in this Contract are in United States dollars.

2.33 News Releases/Publicity

News releases, publicity releases, or advertisements relating to this contract, or the tasks or projects associated with the project shall not be done without prior City approval.

2.34 Manufacturer/Brand/Model Specific Request - N/A

2.35 Contract Period

The Duration of the agreement is five (5) years. The contract term shall commence upon the date of award by the City. The City reserves the right to extend the contract for two (2) additional six (6) month period providing all terms, conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City. In the event the term of this Agreement extends beyond the end of any fiscal year of City, to wit, September 30th, the continuation of this Agreement beyond the end of such fiscal year shall be subject to both the appropriation and the availability of funds. This extension will be to facilitate correction required by HUD and shall not exceed the initial contracted amount.

2.36 Cost Adjustments- N/A

2.37 Service Test Period- N/A

2.38 Contract Coordinator

The City may designate a Contract Coordinator whose principal duties shall be:

- Liaison with Consultant.
- Coordinate and approve all work under the contract.
- Resolve any disputes.
- Assure consistency and quality of Consultant's performance.
- Schedule and conduct Consultant performance evaluations and document findings.
- Review and approve for payment all invoices for work performed or items delivered.

2.39 Consultant Performance Reviews and Ratings

The City Contract Coordinator may develop a Consultant performance evaluation report. This report shall be used to periodically review and rate the Consultant's performance under the contract with performance rating as follows:

Excellent	Far exceeds requirements.
Good	Exceeds requirements
Fair	Just meets requirements.
Poor	Does not meet all requirements and Consultant is subject to penalty provisions under the contact.
Non-compliance	Either continued poor performance after notice or a performance level that does not meet a significant portion of the requirements. This rating makes the Consultant subject to the default or cancellation for cause provisions of the contract.

The report shall also list all discrepancies found during the review period. The Consultant shall be provided with a copy of the report and may respond in writing if he takes exception to the report or wishes to comment on the report. Consultant performance reviews and subsequent reports will be used in determining the suitability of contract extension.

2.40 Substitution of Personnel

In the event the Consultant wishes to substitute trained, qualified, personnel for those listed in the proposal, the City shall receive prior notification and have the right to review, test and approve such substitutions, if deemed necessary. If the City has reasonable evidence to believe that an employee of the Consultant is incompetent, or has performed his or her employment in an objectionable manner, the City shall have the right to require the Consultant to resolve the situation to the City's satisfactions, provided, however, that the Consultant shall not be required to institute or pursue to completion any action if to do so would violate any law, state statute, city ordinance, contract or employment or union agreement.

2.41 Ownership of Work

The City shall have full ownership and the right to copyright, otherwise limit, reproduce, modify, sell, or use all the work or product produced under this contract without payment of any royalties or fees to the Consultant above the agreed hourly rates and related costs.

2.42 Condition of Trade-In Equipment- N/A

2.43 Conditions of Trade-In Shipment and Purchase Payment- N/A

2.44 Verification of Employment Status

Any Consultant/Consultant assigned to perform responsibilities under its contract with a State agency is required to utilize the US Department of Homeland Security's E-Verify system (per Executive Order Number 11-02) to verify the employment eligibility of: (a) all persons employed during the contract term by the Consultant to perform employment duties within Florida; and (b) all persons (including subconsultants) assigned by the Consultant to perform work pursuant to the contract with the State agency.

E-VERIFY Affirmation Statement must be completed and submitted with Proposer's response to this RFP.

2.45 Anti-Human Trafficking, Kidnapping, Custody and Related Offenses-

Bidder, proposer, quoter, or any other respondent to any City solicitation/notice or serving as a City consultant, contractor, vendor or otherwise entering into any contract (including, without limitation, contract renewal, extension, amendment as applicable) with the City affirms and stipulates that it is not in violation of Section 787.06(13) of the 2024 Florida Statutes entitled "Kidnapping; Custody Offenses; Human Trafficking and Related Offenses." The entity (which includes any business entity however formed/ incorporated) intending to provide goods or services by submitting a response to a city solicitation further affirms to the City as a governmental entity defined in Section 287.138(1) of the 2024 Florida Statutes that it does not use coercion for labor or services as defined in Section 787.06 of the 2024 Florida Statutes.

2.46 Service Organization Controls- N/A

2.47 Warranties of Usage- N/A

2.48 PCI (Payment Card Industry) Compliance - N/A

END OF SECTION

SECTION III - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES

3.1 Purpose

The City of Fort Lauderdale (City) is seeking a qualified Consulting Firm (the Consultant) to provide Technical Assistance on behalf of the US Department of Housing and Urban Development (HUD) for its Community Development Block Grant -Disaster Recovery (CDBG-DR) program, to implement and manage the City's CDBG-DR program. This will include conducting needs assessment, developing an Action Plan, obtaining Action Plan approval from HUD, implementing program, and projects identified in the approved Action Plan, documenting compliance, reporting and maintaining the Disaster Recovery Grant Reporting System and such other duties and responsibilities associated with this Scope of Work.

All activities must be done in accordance with applicable laws, authorities, and crosscutting regulations including but not limited to Davis Bacon, Section 3, 24CFR Part 58 and 2 CFR 200. The successful candidate will be required, along with federal reporting requirements, to provide, at minimum, monthly status updates to the Housing and Community Development Division.

On January 8th, 2025, HUD published in the federal registry notice of an intent to appropriate $88,051,000 of Community Development Block Grant Disaster Recovery funds to the City of Fort Lauderdale.

3.2 Scope of Services

The Scope of Work will be performed in five Phases/Tasks. The successful candidate will be required to complete all phases in a timely manner to meet all federal deadlines including the performance period of the grant.

3.2.1 Phase I

- Develop a Citizen participation plan specifically for the CDBG-DR program. This includes soliciting and keeping a record of all public comments and obtaining appropriate approvals.
- Coordinate with the City's Finance Department to complete the Financial Management and Grant Compliance Certification checklist.
- Submit the Financial Management and Grant Compliance Certification Check list to HUD for Review and approval.
- Maintain all associated records in a secure and confidential physical or electronic database which allows appropriate and authorized city staff access.
- All applicable public notices and correspondence must be posted to the City's CDBG-DR webpage in compliance with CDBG-DR grant requirements.

3.2.2 Phase II

- A successful candidate for this request for proposal must, via the city housing and community development division, apply for access to the HUD Disaster Recovery Grant Reporting system (DRGR).

- Develop needs assessment survey, obtain approval from the City's Structural Innovation Division prior to publishing for the public.

- Host at minimum three public meetings to facilitate citizen participation and at minimum 2 public hearings by the City Commission. Process must be followed as depicted in Exhibit 1.
- Submit Action Plan to HUD via DRGR.

3.2.3 Phase III

This phase is the implementation of the Action Plan. Once the Action Plan is approved by HUD and the Grant agreement has been signed by the City, a physical copy of the approved plan must be presented to City Staff in the Housing and Community Development office for publishing on the City's CDBG-DR webpage. In this phase, the successful candidate will also be required to develop policies and procedures for all programs/ activates to be carried out in the approved action plan. All policies and procedures must be submitted to the City's Housing and Community Development, Risk Management, and Legal Offices for review prior to implementation. The finalized policies and procedures must be published on the City's DRGR-Web page. Additional details of Phase III can be found in Exhibit 1

3.2.4 Phase IV

This phase is the project / activity implementation and management phase. Seventy percent (70%) of the CDBG-DR funds must meet low income/moderate income households and families (The Universal Notice Section III B,1 Grant Administration). The successful candidate will be responsible for implementing programs or carrying out projects independently or using sub-consultants or appropriate professionals such as licensed engineers, environmental specialist or other skilled professionals. All services must be solicited in compliance with all applicable government procurement standards and all applicable documentation must be kept on record and made available for review by applicable city staff or audit teams. The City will require a monthly update on all projects and activities. In addition, ongoing funding reconciliation with the City's finance team will be required. At minimum, reconciliation will be done monthly.

3.2.5 Phase V

Phase five involves master reconciliation, independent audit, final documentation of accomplishments in DRGR and working with city staff and HUD to Close out the grant in full compliance.

3.3 Sub-consultants

Should the successful candidate choose to use sub-consultants, these sub-consultants should not have a history of debarment, must be able to demonstrate sound financial capacity and have a recently conducted financial audit or single audit as applicable with the single audit threshold. All sub-consultants, professionals, general Consultants, and service providers must be licensed, insured and authorized to do business in the State of Florida. The successful candidate will be

responsible for all payments to sub-consultants and professional engagement by candidate. The City will not make any payments on behalf of the successful candidate.

3.4 Audits

The City will require quarterly audits or review of financial records by either City Staff or an independent firm.

3.5 Deliverables

Including the work to be performed in each phase outlined above in the scope of work it is the expectation of the City that the selected vendor will:

1. Provide general disaster recovery and mitigation management for CDBG-DR funds.
2. The selected vendor must have team experience in managing CDBG-DR programs from the start of the process through close-out of the grant.
3. The vendor must demonstrate extensive knowledge of Public Law 118-158, The Universal Notice (Docket No. FR-6489-N-01), and all other applicable laws and regulations.
4. The vendor must have staff available to attend or conduct public meetings at both local and federal level.
5. The selected Vendor must ensure that policies and procedures are clearly defined and accessible to the public with clear eligibility criteria.
6. Provide technical assistance or source the necessary technical expertise which may include but not be limited to architectural, engineering and environmental services.
7. Ensure that all eligible projects and associated costs have been captured and supported by applicable source documentation. Conduct accurate reconciliation and timely reporting both to the City and to HUD with the goal of meeting all local and federal deadlines.
8. Collaborate with FEMA to prevent duplication of benefit and to obtain needed data for reporting and plan development e.g. insurance information etc.
9. Work with all Local, State, and Federal authorities to obtain permits, waivers and or special documentation required for compliance at all levels.
10. Review all data on supporting documentation for cost reimbursement to determine if they are allowable, eligible and adequately supported.
11. Ensure that all contracts, agreements and purchasing documents include the appropriate language and provisions.

12. Review documentation for crosscutting regulations such as Davis Bacon, Section 3, Uniform Relocation Act, and Part 58 for correctness and accuracy.

13. In summary the vendor is responsible for ensuring that the City is in full compliance with the terms of the CDBG-DR Grant agreement.

3.6 Cost Proposal:

The Consultant shall provide, at a minimum, the maximum proposed all-inclusive rate for the positions listed on the Cost Proposal Page (section VI). Consultants should not incur overtime charge unless prior written approval is obtained from the City. The City reserves the right to negotiate the maximum proposed all-inclusive rate for the positions listed on the Cost Proposal Page (section VI) after ranking and selection of the highest, responsive, and responsible; and, after award of contract for each task order.

3.7 Payment Methodology

All eligible costs incurred will be reimbursed on a monthly basis. The selected Vendor will be required to submit a request for reimbursement to the City each month, accompanied by proper invoices that comply with the provisions of Florida's Prompt Payment Act.

Each reimbursement request must be supported by appropriate source documentation, clearly demonstrating that the costs incurred were eligible, reasonable, and directly related to the implementation of the programs and activities outlined in the approved Action Plan. This documentation will serve as verification that the costs align with the objectives of the CDBG-DR program and meet all relevant regulatory requirements.

END OF SECTION

SECTION IV – SUBMITTAL REQUIREMENTS

4.1 Instructions

4.1.1 The City of Fort Lauderdale uses its own on-line strategic sourcing platform to administer the competitive solicitation process, including but not limited to soliciting proposals, issuing addenda, responding to questions / requests for information. There is no charge to register and download the RFP from the City's on-line strategic sourcing platform. Proposers are strongly encouraged to read the supplier tutorial available in the City's on-line strategic sourcing platform well in advance of their intention of submitting a proposal to ensure familiarity with the use of the City's on-line strategic sourcing platform. The City shall not be responsible for a Proposer's inability to submit a proposal by the end date and time for any reason, including issues arising from the use of the City's on-line strategic sourcing platform.

4.1.2 Careful attention must be given to all requested items contained in this RFP. Proposers are invited to submit proposals in accordance with the requirements of this RFP. Please read entire solicitation before submitting a proposal. Proposers must provide a response to each requirement of the RFP. Proposals should be prepared in a concise manner with an emphasis on completeness and clarity. Notes, exceptions, and comments may be rendered on an attachment, provided the same format of this RFP text is followed.

4.1.3 All information submitted by Proposer shall be typewritten or provided as otherwise instructed to in the RFP. Proposers shall use and submit any applicable or required forms provided by the City and attach such to their proposal. Failure to use the forms may cause the proposal to be rejected and deemed non-responsive.

IN THE EVENT OF ANY CONFLICT OR DISCREPANCY BETWEEN BID/PROPOSAL PRICE(S) SUBMITTED BY BIDDER/PROPOSER ELECTRONICALLY INTO THE CITY'S ON-LINE STRATEGIC SOURCING PLATFORM UNIT PRICE FIELD(S), ANY OTHER FORMS OR ATTACHMENTS (WHETHER PART OF THE CITY'S SOLICITATION DOCUMENTS OR DOCUMENTS CREATED AND UPLOADED BY THE BIDDER/PROPOSER), OR ANOTHER SECTION/FIELD OF THE SYSTEM, THE ONLINE UNIT PRICE(S) INPUTTED ELECTRONICALLY INTO THE SYSTEM BY BIDDER/PROPOSER SHALL GOVERN.

4.1.4 Proposals shall be submitted by an authorized representative of the firm. Proposals must be submitted in the business entities name by the President, Partner, Officer or Representative authorized to contractually bind the business entity. Proposals shall include an attachment evidencing that the individual submitting the proposal, does in fact have the required authority stated herein.

4.1.5 All proposals will become the property of the City. The Proposer's response to the RFP is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters, or other material submitted in connection with this RFP and the Contract to be executed for this RFP, subject to the provisions of Chapter 119.07 of the Florida Statutes. Any language contained in the Proposer's response to the RFP purporting to require confidentiality of any portion of the Proposer's response to the RFP, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07

("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the RFP constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the Proposer agrees to defend, indemnify, and hold harmless the city and the city's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city's treatment of records as public records. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of the City.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT PRRCONTRACT@FORTLAUDERDALE.GOV, 954-828-5002, CITY CLERK'S OFFICE LOCATED AT 1 EAST BROWARD BOULEVARD, Suite 444, FORT LAUDERDALE, FLORIDA 33301.

Consultant shall:

1. Keep and maintain public records required by the City in order to perform the service.

2. Upon request from the City's custodian of public records, provide the City 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 (2023), as may be amended or revised, or as otherwise provided by law.

3. 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 contract term and following completion of this contract if the Consultant does not transfer the records to the City.

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

4.1.6 By submitting a response Proposer is confirming that the firm has not been placed on the convicted vendors list as described in Section §287.133 (2) (a) Florida Statutes; that the only

person(s), company or parties interested in the proposal as principals are named therein; that the proposal is made without collusion with any other person(s), company or parties submitting a proposal; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the proposal has full authority to bind the firm.

4.2 Contents of the Proposal

The City deems certain documentation and information important in the determination of responsiveness and for the purpose of evaluating proposals. Proposals should seek to avoid information in excess of that requested, must be concise, and must specifically address the issues of this RFP. The City prefers that proposals be no more than 100 pages in one complete pdf document. The proposals should be organized, divided, and indexed into the sections indicated herein. These are not inclusive of all the information that may be necessary to properly evaluate the proposal and meet the requirements of the scope of work and/or specifications. Additional documents and information should be provided as deemed appropriate by the respondent in proposal to specific requirements stated herein or through the RFP.

4.2.1 Table of Contents

The table of contents should outline in sequential order the major areas of the submittal, including enclosures. All pages should be consecutively numbered and correspond to the Table of Contents.

4.2.2 Executive Summary

Each Proposer must submit an executive summary that identifies the business entity, its background, main office(s), and office location that will service this contract. Letter of introduction to identify contact person(s) including telephone & email details. Identify the officers, principals, supervisory staff, and key individuals who will be directly involved with the work and their office locations. Include resumes for key members of staff participating on the project. The executive summary should also summarize the key elements of the proposal.

4.2.3 Experience of the Firm and Key Personnel Experience

Indicate the firm's number of years of experience in providing consultancy services as it relates to the project scope. Provide details of past projects for agencies of similar size and scope, including information on your firm's ability to meet time and budget requirements. Indicate the firm's initiatives towards its own sustainable business practices that demonstrate a commitment to conservation. Indicate business structure, IE: Corp., Partnership, LLC. Firm should be registered as a legal entity in the State of Florida; Minority or Woman owned Business (if applicable); Company address, phone number, fax number, E-Mail address, web site, contact person(s), etc. Relative size of the firm, including management, technical and support staff; licenses and any other pertinent information shall be submitted.

4.2.4 Approach to Scope and Adherence to Timeline

Provide in concise narrative form, the firm's understanding of the City's needs, goals and objectives as they relate to the project, and your overall approach to accomplishing the project. Give an overview of the firm's proposed vision, ideas, and methodology. Describe in detail the firm's proposed approach to the project.

The Proposer shall also propose a scheduling methodology (timeline) for effectively managing and executing the work in the optimum time. The delivery time shall be stated in

calendar days. Such timeline information and proposed dates shall include, but not necessarily be limited to deliverables and completion dates, in accordance with the RFP specifications.

Provide information on the firm's current workload and how this project will fit into the firm's workload. Describe available facilities, technological capabilities, and other available resources you offer for the project.

4.2.5 References & Past Performance

Provide at least three references, preferably government agencies, for projects with similar scope as listed in this RFP. Information should include:

- Client Name, address, contact person telephone and E-mail addresses.
- Description of work.
- Year the project was completed.
- Total cost of the project, estimated, and actual.

Note: Do not include City of Fort Lauderdale work or staff as references to demonstrate your capabilities. The Committee is interested in work experience and references other than the City of Fort Lauderdale.

4.2.6 Minority/Women (M/WBE) Participation

If your firm is a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985, provide copies of your certification(s). If your firm is not a certified M/WBE, describe your company's previous efforts, as well as planned efforts in meeting M/WBE procurement goals under Florida Statutes 287.09451.

4.2.7 Subconsultants

Proposer must clearly identify any subconsultants that may be utilized during the term of this contract.

4.2.8 Required Forms

A. Proposal Certification

Complete and attach the Proposal Certification provided herein.

B. Cost Proposal

Provide maximum hourly billing rate for all positions using the form provided in this request for proposal. These maximum hourly billing rates for the project must include any costs for travel and miscellaneous expenses. No other costs will be accepted. The City reserves the right to negotiate the maximum proposed all-inclusive rate for the positions listed on the Cost Proposal Page (section VI) after ranking and selection of the highest, responsive, and responsible; and, after award of contract for each task order.

C. Non-Collusion Statement

This form is to be completed, if applicable, and inserted in this section.

D. Non-Discrimination Certification Form
This form is to be completed and inserted in this section.

E. E-Verify Affirmation Statement
This form must be completed and returned with your proposal.

F. Affidavit of Compliance
This form must be completed and returned with your proposal.

G. Sample Insurance Certificate
Demonstrate your firm's ability to comply with insurance requirements. Provide a previous certificate or other evidence listing the Insurance Companies names for the required coverage and limits.

H. W-9 for Proposing Firm
This form must be completed and returned with your proposal.

I. Active Status Page from Division of Corporations – Sunbiz.org
Provide PDF of current page with your proposal.

J. Anti-Human Trafficking Affidavit
This form must be completed, notarized, and returned with your proposal.

K. Attachments
Included attachments for informational purposes

i. Exhibit 1: Sample Timeline for Phases 1-3
ii. Exhibit 2: The Universal Notice

END OF SECTION

SECTION V – EVLUATION AND AWARD

5.1 Evaluation Procedure

5.1.1 Bid/Proposal Tabulations/Intent to Award

Notice of Intent to Award Contract/Bid, resulting from the City's Formal solicitation process may be found at: Click Here. Tabulations of receipt of those parties responding to a formal solicitation may be found at: Click Here. Any interested party may call the Procurement Services Division at 954-828-5933, or email ProcurementSupport@fortlauderdale.gov, for more information.

5.1.2 Evaluation of proposals will be conducted by an Evaluation Committee, consisting of a minimum of three members of City Staff, or other persons selected by the City Manager or designee. All committee members must be in attendance at scheduled evaluation meetings. Proposals shall be evaluated based upon the information and references contained in the responses as submitted.

5.1.3 The Committee may short list Proposals that it deems best satisfy the weighted criteria set forth herein. The committee may then conduct interviews and/or require oral presentations from the short-listed Proposers. The Evaluation Committee shall then re-score and re-rank the short-listed firms in accordance with the weighted criteria.

5.1.4 The City may require visits to the Proposer's facilities to inspect record keeping procedures, staff, facilities and equipment as part of the evaluation process.

5.1.5 The final ranking and the Evaluation Committee's recommendation may then be reported to the City Manager for consideration of contract award.

5.2 Evaluation Criteria

5.2.1 The City uses a mathematical formula to determine the scoring for each individual responsive and responsible firm based on the weighted criteria stated herein. Each evaluation committee member will rank each firm by criteria, giving their first ranked firm a number 1, the second ranked firm a number 2, and so on. The City shall multiply that average ranking by the weighted criterion identified herein to determine the total the points for each Proposer. The lowest average final ranking score will determine the recommendation by the evaluation committee to the City Manager.

5.2.2 Weighted Criteria

Experience of the Firm and Key Personnel Experience	35%
Approach to Scope and Adherence to Timeline	30%
Reference & Past Performance	15%
Cost Proposal	20%
TOTAL PERCENT AVAILABLE:	**100%**

5.3 Contract Award

The City reserves the right to award a contract to that Consultant who will best serve the interests of the City. The City reserves the right, based upon its deliberations and in its opinion, to accept or reject any or all proposals. The City also reserves the right to waive minor irregularities or variations of the submittal requirements and RFP process.

END OF SECTION

SECTION VI - COST PROPOSAL PAGE

Proposer Name: _____

Proposer agrees to supply the products and services at the prices bid/proposed below in accordance with the terms, conditions and specifications contained in this RFP.

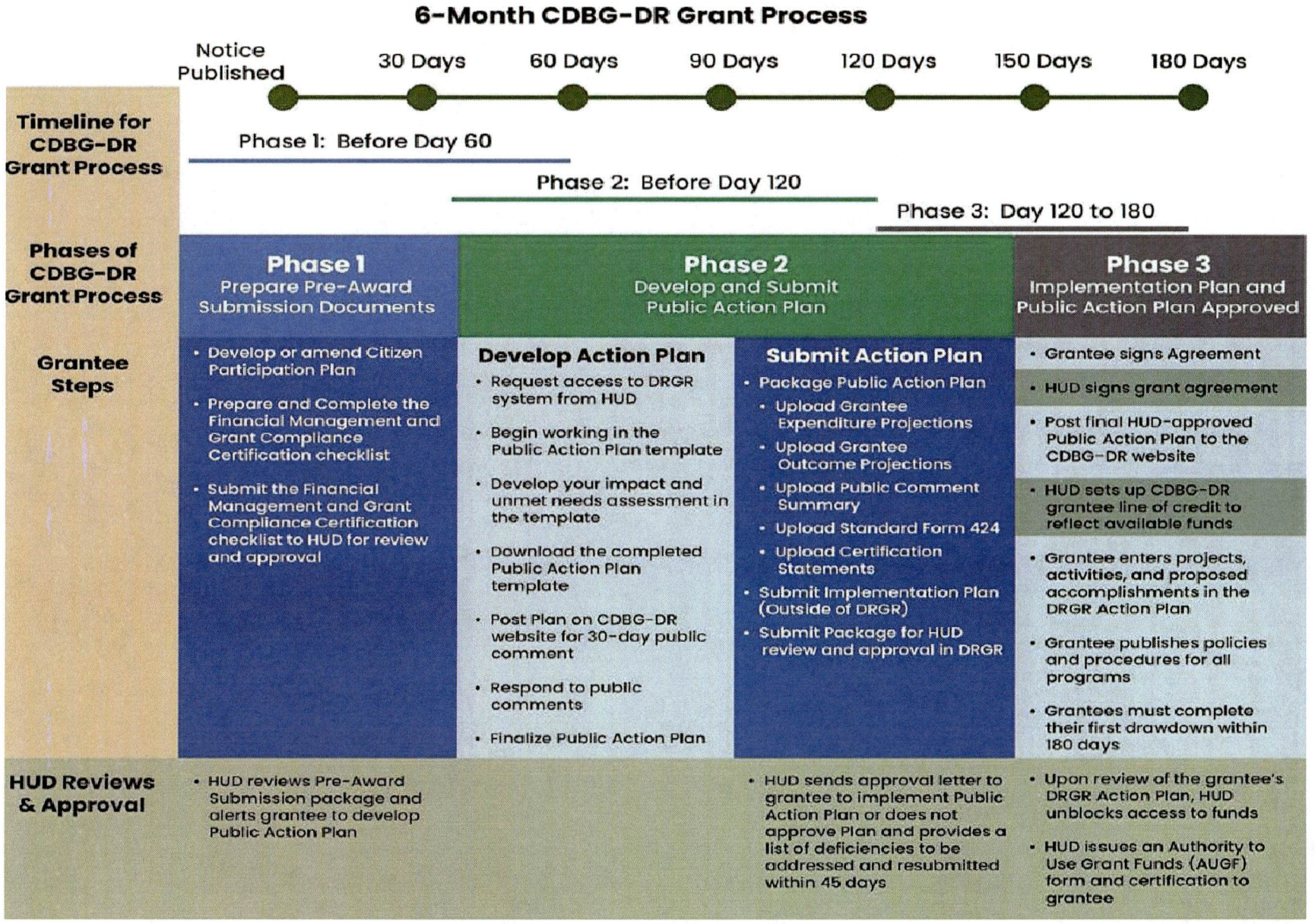
Cost to the City: The Consultant shall provide, at a minimum, a fixed hourly all-inclusive rate for the position listed below and any other positions deemed necessary to effectively carry out the program. Consultants should not incur overtime charge unless prior written approval is obtained from the City.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Project Executive	2080	Rate Per Hour		
2	Project Accountant	2080	Rate Per Hour		
3	Project Grants Consultant	2080	Rate Per Hour		
4	Project /Program Manager	2080	Rate Per Hour		
5	Policy and Procedures / Consultant (Short-term)	2080	Rate Per Hour		
6	Administrative Support	2080	Rate Per Hour		
7	Technical Consultant	2080	Rate Per Hour		

Submitted by:

_____ _____
Name (printed) Signature

_____ _____
Date Title


6-Month CDBG-DR Grant Process
Notice Published
30 Days
60 Days
90 Days
120 Days
150 Days
180 Days
Timeline for CDBG-DR Grant Process
Phase 1: Before Day 60
Phase 2: Before Day 120
Phase 3: Day 120 to 180
Phases of CDBG-DR Grant Process
Phase 1
Prepare Pre-Award Submission Documents
Phase 2
Develop and Submit Public Action Plan
Phase 3
Implementation Plan and Public Action Plan Approved
Grantee Steps
• Develop or amend Citizen Participation Plan
• Prepare and Complete the Financial Management and Grant Compliance Certification checklist
• Submit the Financial Management and Grant Compliance Certification checklist to HUD for review and approval
Develop Action Plan
• Request access to DRGR system from HUD
• Begin working in the Public Action Plan template
• Develop your impact and unmet needs assessment in the template
• Download the completed Public Action Plan template
• Post Plan on CDBG-DR website for 30-day public comment
• Respond to public comments
• Finalize Public Action Plan
Submit Action Plan
• Package Public Action Plan
• Upload Grantee Expenditure Projections
• Upload Grantee Outcome Projections
• Upload Public Comment Summary
• Upload Standard Form 424
• Upload Certification Statements
• Submit Implementation Plan (Outside of DRGR)
• Submit Package for HUD review and approval in DRGR
• Grantee signs Agreement
• HUD signs grant agreement
• Post final HUD-approved Public Action Plan to the CDBG-DR website
• HUD sets up CDBG-DR grantee line of credit to reflect available funds
• Grantee enters projects, activities, and proposed accomplishments in the DRGR Action Plan
• Grantee publishes policies and procedures for all programs
• Grantees must complete their first drawdown within 180 days
HUD Reviews & Approval
• HUD reviews Pre-Award Submission package and alerts grantee to develop Public Action Plan
• HUD sends approval letter to grantee to implement Public Action Plan or does not approve Plan and provides a list of deficiencies to be addressed and resubmitted within 45 days
• Upon review of the grantee's DRGR Action Plan, HUD unblocks access to funds
• HUD issues an Authority to Use Grant Funds (AUGF) form and certification to grantee

DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

[Docket No. FR–6489–N–01]

Common Application, Waivers, and Alternative Requirements for Community Development Block Grant Disaster Recovery Grantees: The Universal Notice

AGENCY: Office of the Assistant Secretary for Community Planning and Development, HUD.

ACTION: Notice.

SUMMARY: This notice contains a preamble and the *Community Development Block Grant Disaster Recovery Universal Notice: Waivers and Alternative Requirements* (the "Universal Notice"). The Universal Notice describes the processes, procedures, timelines, waivers, and alternative requirements that U.S. Department of Housing and Urban Development (HUD) intends to implement with each allocation of Community Development Block Grant Disaster Recovery (CDBG–DR) funding after a qualifying presidential disaster declaration. Specifically, following the appropriation of CDBG–DR funds for qualifying disasters, HUD will publish an Allocation Announcement Notice in the **Federal Register** that incorporates, via cross-reference, the waivers and alternative requirements provided in the Universal Notice, as appropriate, along with any other new requirements imposed by the specific appropriation. This notice also describes the grant award process, pre-award certification submissions, criteria for Action Plan approval, and eligible disaster recovery activities to streamline post-disaster processes for future grantees. By publishing the Universal Notice, HUD intends to provide grantees and the public with increased transparency, consistency, and more timely access to CDBG–DR funds, helping to minimize program delays and accelerate recovery.

DATES: *Applicability Date:* January 13, 2025.

FOR FURTHER INFORMATION CONTACT: Tennille Parker, Director, Office of Disaster Recovery (ODR), HUD, 451 7th Street SW, Room 7282, Washington, DC 20410, telephone number 202–708–3587 (this is not a toll-free number). HUD welcomes and is prepared to receive calls from individuals who are deaf or hard of hearing, as well as individuals with speech or communication disabilities. To learn more about how to make an accessible telephone call, please visit: *https://www.fcc.gov/consumers/guides/telecommunications-relay-service-trs.* Email inquiries may be sent to *Disaster_Recovery@hud.gov.*

Table of Contents

Preamble
Community Development Block Grant Disaster Recovery Universal Notice: Waivers and Alternative Requirements (the "Universal Notice")
I. Phase One: The Action Plan
I.A. CDBG–DR Action Plans Defined
I.B. Admin Action Plan
I.C. Action Plan
II. Phase Two: Financial Certification and Oversight of Funds
II.A. Certification of Adequate Financial Controls and Procurement Processes, and Procedures for Proper Grant Management
II.B. Relying on Prior Financial Certification Submissions
II.C. Obligation and Expenditure of Funds
III. Phase Three: Implementation of Universal Notice Requirements
III.A. Policies and Procedures—Universal Notice Requirements
III.B. Grant Administration
III.C. State Grantee Only Requirements
III.D. Waivers and Alternative Requirements Related to Eligible Activities
III.E. Ineligible Activities in CDBG–DR
III.F. Performance Reviews
III.G. Grantee Reporting Requirements in the Disaster Recovery Grant Reporting (DRGR) System
IV. Assistance Listing Numbers
V. Finding of No Significant Impact
Appendix A. Certifications Waiver and Alternative Requirement for Admin Action Plan Submission
Appendix B. Certifications Waiver and Alternative Requirement for Action Plan Submission
Appendix C. Duplication of Benefits (DOB)
Appendix D. Detailed Table of Contents to the Universal Notice

SUPPLEMENTARY INFORMATION:

Preamble

Purpose and Policy Objectives

HUD has developed this preamble and the Universal Notice, to assist States, local governments, Indian Tribes, CDBG–DR subrecipients, and the public in planning for the award of CDBG–DR funds. Because not all the requirements in the Universal Notice are appropriate or applicable to Indian Tribes, HUD will publish an Addendum to the Universal Notice at a later date to establish requirements that will apply when Indian Tribes receive a CDBG–DR grant directly from HUD. This process will allow HUD to ensure that the requirements imposed are fair and consistent with the Indian Community Development Block Grant (ICDBG) Program.

In December 2022, HUD published a Request for Information (RFI) for HUD's Community Development Block Grant Disaster Recovery (CDBG–DR) Rules, Waivers, and Alternative Requirements (FR–6336–N–01)[1] seeking public input to strengthen and improve CDBG–DR requirements. Based on the feedback received through the RFI,[2] HUD is establishing a revised process for CDBG–DR grants for qualifying disasters whereby HUD will incorporate applicable provisions of the Universal Notice, to the extent they are consistent with future appropriations acts, in a **Federal Register** notice that announces allocations of the appropriated CDBG–DR funds (the "Allocation Announcement Notice"). The Allocation Announcement Notice (AAN) will impose the waivers and alternative requirements of the Universal Notice for the subject CDBG–DR grants. The AAN will also add or modify requirements of the Universal Notice as necessary to comply with statutory provisions.

The Universal Notice has no legal effect on a CDBG–DR grant until funds are appropriated by Congress and the appropriation authorizes the HUD Secretary to waive or specify alternative requirements for the assistance, and the AAN that incorporates appropriate provisions of the Universal Notice is published by the Department and goes into effect. HUD will make the required findings in support of the waivers and alternative requirements incorporated into and made effective through AANs contemporaneously with the publication of each AAN. Because the Universal Notice has no legal effect on its own but rather requires authority provided by Congress through enacting special disaster appropriations and contemporaneous publication of an AAN by HUD, this is being published as a notice and is not a rulemaking.

The Universal Notice is designed to inform potential CDBG–DR grantees and other stakeholders about each phase of the CDBG–DR grant process, including but not limited to, pre-award grantee submissions; grantee steps and timelines; and Action Plan development, submittal, and implementation.

Through the Universal Notice, HUD seeks to:

- Outline a comprehensive and uniform set of waivers and alternative requirements that HUD intends to apply to govern future allocations of CDBG–DR funds, including all timelines, documentation, and other requirements

[1] View the request for information notice (FR–6336–N–01) here: *https://www.govinfo.gov/content/pkg/FR-2022-12-20/pdf/2022-27547.pdf.*

[2] View a summary of the comments received, and HUD's responses here: *https://www.hud.gov/program_offices/comm_planning/cdbg-dr/universal_notice_grantees.*

for pre-award grantee submission to reduce the administrative burden for future CDBG–DR grantees and assigned HUD Community Planning and Development (CPD) staff member (*e.g.*, CPD Representative, CPD Specialist, etc. . . .);

- Encourage intentional and early coordination between CDBG–DR grantees; other agencies/departments at the Federal, State, or local level; and other regional or local planning efforts to better align disaster recovery assistance and projects with the goals of regional redevelopment plans, resilience plans, long-term recovery plans, and State and local Hazard Mitigation Plans (HMP);
- Increase awareness of the availability of disaster recovery assistance and advance fair disaster recovery outcomes, including community engagement efforts and pre-disaster planning for targeted assistance to historically marginalized groups that can be adversely affected by disasters that often exacerbate inequalities for residents of underserved communities, members of protected classes under fair housing and civil rights laws, and vulnerable populations; and
- Improve long-term community resilience by fully integrating resilience planning and hazard mitigation activities into disaster recovery to reduce the impacts of a changing climate and future disasters, encourage green recovery efforts (focusing on healthier water and air, and effective debris and waste management), address environmental justice concerns associated with disaster recovery efforts, and address recovery needs for accessible, resilient, and affordable housing for low- and moderate-income persons.

Management and Oversight

Prior to accessing CDBG–DR funding, grantees must demonstrate that they have the capacity to administer funds in a compliant manner as described by the Universal Notice. Consistent with 2 CFR 200.206(b) of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Requirements), HUD will evaluate each CDBG–DR grantee's capacity to effectively manage its funds through a review of its pre-award submissions as provided in section II. of the Universal Notice, which includes the grantee's submissions in response to the Financial Management and Grant Compliance Certification Requirements in section II.A.1. of the Universal Notice.

Authority To Grant Waivers

CDBG–DR grants are generally subject to CDBG regulations outlined in 24 CFR part 570.[3] The appropriations acts (*i.e.*, public laws) that provide CDBG–DR funds typically allow the Secretary to waive requirements or specify alternative requirements for, any provision of any statute or regulation that the Secretary administers in connection with the obligation by the Secretary or the use by the grantee of CDBG–DR funds. Generally, the appropriations acts specify that there are four types of requirements that the Secretary cannot waive under that authority, these include fair housing, nondiscrimination, labor standards, and the environment. However, HUD may also exercise its regulatory waiver authority under 24 CFR 5.110, 91.600, and 570.5.[4]

The waivers and alternative requirements in the Universal Notice draw from HUD's knowledge of the needs of grantees, public feedback, and HUD's previously established waivers and alternative requirements and the determinations by the Secretary regarding good cause and consistency with the overall purposes of title I of the HCDA that supported the waivers and alternative requirements. Historically, HUD has established waivers and alternative requirements based on findings of good cause that they provided additional flexibility to grantees in program design and implementation, supported a full and swift recovery from the most devasting disasters, and streamlined administrative requirements that would otherwise increase the time it takes for disaster funds to reach those most in need.

Unless otherwise provided, HUD intends to make these same findings of good cause when the waivers and alternative requirements in the Universal Notice are incorporated into and made effective through later AANs. HUD will provide a statement regarding the Secretary's finding of good cause and consistency with the purpose of title I of the HCDA, or such other applicable standard, in each AAN. If HUD's findings of good cause differ on certain waivers or alternative requirements from the findings identified in this Universal Notice, HUD will include the updated findings in support of those waivers and alternative requirements in the AAN. CDBG–DR activities will be governed by the regulations cited in the requirements of this notice, as incorporated in the applicable AAN, as may be amended.

Grantees who have received previous allocations of CDBG–DR funds must follow the requirements outlined in their applicable **Federal Register** notice(s). However, any CDBG–DR grantee may request waivers and alternative requirements to better align requirements across grants, as long as good cause is provided. In addition, the waivers and alternative requirements herein do not apply to funds provided under the annual State or Entitlement CDBG programs or those provided under any other component of the CDBG program, such as the Section 108 Loan Guarantee Program.

After Congress appropriates CDBG–DR funds and HUD announces the allocations, grantees may request that HUD grant additional waivers and alternative requirements to address specific needs related to their recovery activities. Waiver requests must be accompanied by supporting data and must be submitted to the assigned HUD CPD staff member and to the ODR mailbox at *Disaster_Recovery@hud.gov.* HUD will aim to publish grantee-specific waivers and alternative requirements at least quarterly in the **Federal Register** or on HUD's website. Grantees may consult with their assigned HUD CPD staff member for anticipated **Federal Register** publication timelines ahead of any waiver request submittal.

Overview of Grant Life Cycle

To begin expending CDBG–DR funds, the following expedited steps are necessary as broken out by each phase:

(1) *Phase One:* The Action Plan

a. Grantee follows its citizen participation plan for disaster recovery (I.C.2.).

i. Grantee consults with stakeholders, including all required consultations (I.C.2.a.).

ii. Grantee publishes its Action Plan on its website for no less than 30 calendar days to solicit public comment (I.C.2.b.).

iii. Grantee responds to public comments and incorporates feedback into its Action Plan.

b. Grantee submits its Action Plan (including the SF–424, SF–424B and SF–424D, as applicable) within 90 calendar days from the applicability date of the AAN (I.C.3.).

c. Grantee requests and receives Disaster Recovery Grant Reporting (DRGR) system access (if the grantee

[3] View 24 CFR part 570—Community Development Block Grants Regulations here: *https://www.ecfr.gov/current/title-24/subtitle-B/chapter-V/subchapter-C/part-570.*

[4] View HUD's policy concerning the procedures that govern the waiver of regulations and directives issued by HUD here: *https://www.govinfo.gov/content/pkg/FR-2024-08-06/pdf/2024-17034.pdf.*

does not already have DRGR access) and may enter activities into the DRGR system before or after submission of the Action Plan to HUD.

d. HUD reviews the Action Plan (allotted 45 calendar days from date of receipt) and approves the Action Plan according to criteria identified in this notice (I.C.5.).

e. HUD sends an Action Plan approval letter to the grantee. If the Action Plan is not approved, HUD will notify the grantee of the deficiencies. The grantee must then resubmit the Action Plan within 45 calendar days of the written notification. HUD will respond to approve or disapprove the Action Plan within 30 calendar days of receiving the revisions or resubmission.

(2) *Phase Two:* Financial Certification and Oversight of Funds.

a. Within 135 calendar days of the applicability date of the AAN, the grantee submits documentation for the certification of financial controls and procurement processes, and adequate procedures for grant management (II.A.).

b. HUD will review the grantee's documentation for the certification of financial controls and procurement processes, and adequate procedures for grant management or any provided updates if the grantee is relying on a prior certification (allotted 45 calendar days from date of receipt).

c. The Secretary will certify to the proficiency of the grantee's financial controls and procurement processes, and adequate procedures for grant management in accordance with the requirements and HUD will send the grantee the grant agreement.

d. Grantee signs and returns the grant agreement to HUD.

e. HUD signs and returns a fully executed grant agreement to the grantee with a period of performance identified.

f. Grantee publishes the final HUD-approved Action Plan on its official disaster recovery website.

g. HUD establishes the grantee's line of credit.

h. Grantee enters the activities from its approved Action Plan into the DRGR system if it has not previously done so and submits its DRGR action plan to HUD (funds can be drawn from the line of credit only for activities that are in an approved DRGR Action Plan).

i. The grantee may draw down funds from the line of credit for an activity after the Responsible Entity (1) completes an environmental review(s) pursuant to 24 CFR part 58 and receives from HUD or the State, as outlined in 24 CFR 58.18, an approved Request for Release of Funds (RROF) and certification (as applicable), or (2) adopts another Federal agency's environmental review and receives from HUD or the State an approved RROF and certification (as applicable).

(3) *Phase Three:* Implementation of Universal Notice Requirements.

a. Within one year from the applicability date of the AAN, the grantee must create and finalize policies and procedures for its housing programs. If the grantee is not funding housing programs, see section III.A. for more details.

b. Within eighteen months from the applicability date of the AAN, the grantee must create and finalize policies and procedures governing the rest of its CDBG–DR funded programs (*e.g.,* economic revitalization, public service, infrastructure programs, etc.).

c. Within two years from the applicability date of the AAN, these policies and procedures will be subject to HUD review.

d. The grantee should begin to draw down funds from DRGR no later than 180 calendar days after HUD executes a grant agreement with the grantee (II.C.) or HUD approves the Action Plan and financial certification and oversight of funds, whichever is later. Additionally, all funds must be expended within six years of the date of obligation (III.F.1.).

HUD provides additional flexibility to streamline access to CDBG–DR funds, through the following options:

(1) Grantees may submit an Optional Action Plan for Program Administrative Costs ("Admin Action Plan") to access administrative funds prior to the grantee's submission of its Action Plan (I.B.).

(2) Previous grantees covered by the Universal Notice or other prior notices may rely on their previous financial certification submissions as described in section II.B.

There may be times when appropriations acts allow additional flexibilities for timing of financial certification and action plan submissions, signing of grant agreements, and the availability of administrative funds. HUD will adapt this grant life cycle to be in compliance with any additional flexibilities provided in the appropriations acts.

Community Development Block Grant Disaster Recovery Universal Notice: Waivers and Alternative Requirements (the "Universal Notice")

The Universal Notice outlines the waivers and alternative requirements that grantees are required to demonstrate compliance with over the course of three phases of the grant life cycle which include: (1) Phase One: The Action Plan, (2) Phase Two: Financial Certification and Oversight of Funds, and (3) Phase Three: Implementation of Universal Notice Requirements. Any references to the "Universal Notice" or "this notice" in this document refer to sections I. through V. and the attached appendices.

CDBG–DR grantees that are subject to the Universal Notice, must comply with all waivers and alternative requirements, unless expressly made inapplicable (*e.g.,* a State only waiver does not apply to local governments). Except as described in applicable waivers and alternative requirements, the statutory and regulatory provisions governing the CDBG program shall apply to grantees receiving a CDBG–DR allocation. Statutory provisions (title I of the HCDA) that apply to all grantees can be found at 42 U.S.C. 5301 *et seq.* and regulatory requirements, which differ for each type of grantee, are described in each of the paragraphs below.

Except as modified, the State CDBG program rules shall apply to State grantees receiving a CDBG–DR allocation. Applicable State CDBG program regulations are found at 24 CFR part 570, subpart I.

For insular areas (as defined under 42 U.S.C. 5302(a)(24)), HUD waives the provisions of 24 CFR 570, subpart F and imposes the following alternative requirement: Insular areas shall administer their CDBG–DR allocations in accordance with the regulatory and statutory provisions governing the State CDBG program, as modified by the Universal Notice.

Except as modified, statutory and regulatory provisions governing the Entitlement CDBG program shall apply to local government grantees (often referred to as units of local government in appropriations acts). Applicable Entitlement CDBG program regulations are found at 24 CFR 570, as described in § 570.1(a).

Each grantee shall administer its award in compliance with all applicable laws and regulations and shall be financially accountable for the use of all awarded funds. CDBG–DR grantees must comply with the recordkeeping requirements of 24 CFR 570.506 or 24 CFR 570.490, as amended by the Universal Notice waivers and alternative requirements. All grantees must follow all cross-cutting requirements, as applicable, for all CDBG–DR funded activities including but not limited to the environmental requirements outlined in the Universal Notice,[5] the Davis Bacon Act, Civil Rights Requirements, the Lead Safe Housing Rule, and the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended ("URA") and its implementing regulations.

All grantees must maintain records of performance in DRGR, as described elsewhere in the Universal Notice. Additionally, grantees must comply with the requirements in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 CFR part 200, as amended (Uniform Requirements).

Any references to "subrecipient" in this notice refer to the term as defined in 24 CFR 570.500(c). Subrecipients include, but are not limited to, nonprofit organizations, units of general local government, partner agencies, subgrantees, and Indian Tribes.

I. Phase One: The Action Plan

I.A. CDBG–DR Action Plans Defined

The action plan is a key mechanism for grantees to inform the public and HUD of the intended use of the funds within their community and how this plan connects to the community's remaining unmet needs and mitigation needs associated with the qualifying disaster(s). It is important that grantees understand the difference between the two action plans associated with CDBG–DR funds.

- *Admin Action Plan (Optional Action Plan for Program Administrative Costs):* This is an optional submission that allows a grantee to access their funds for program administrative costs prior to the award of the full grant (*e.g.,* to increase staffing and capacity to develop the required Action Plan). The Admin Action Plan has streamlined requirements, including no public comment period or deadline for submission, and is sent to HUD for review (as described in the applicable AAN).
- *Action Plan:* The Action Plan is a required plan that a grantee must develop to have access to grant funds. The Action Plan must identify the use of all CDBG–DR funds—including criteria for eligibility and how the uses address long-term recovery needs, restoration of infrastructure and housing, economic revitalization, and mitigation in the most-impacted and distressed (MID) areas. The Action Plan has a required 30-day public comment period, must be submitted within 90 days of a grantee's AAN, and is sent to HUD for review (the submission process will be described in the applicable AAN). References to the "Action Plan" shall mean the Action Plan required by the Universal Notice and not the consolidated plan or action plan required by 24 CFR part 91.

I.B. Admin Action Plan

Typically, CDBG–DR awards are all subject to a five percent administrative cap as specified by the appropriations acts and outlined in section III.B.3. of this notice. Recent appropriations acts have allowed the special treatment of administrative funds (as described in section III.B.3.a.) and allowed grantees to access funding for program administrative costs prior to the Secretary's certification as described in section II.A. Note, the appropriations acts typically require that all CDBG–DR funds be used pursuant to an action plan. Grantees will follow the process described in this section, which includes the submission of the Admin Action Plan, to access funds for program administrative costs prior to the Secretary's certification.

I.B.1. *Developing the Admin Action Plan.* The grantee shall describe the use of all grant funds for administrative costs in the Admin Action Plan, including for any eligible pre-award program administrative costs the grantee plans to reimburse itself or its subrecipients as described in section III.B.14.a. The Admin Action Plan must include the criteria for eligibility of administrative activities and the amount to be budgeted for administrative activities. If a grantee submits the Admin Action Plan, the grantee must consider the need to cover program administrative costs over the life of the grant, which is six years from HUD's signature on the initial grant agreement as described in section III.F.1. of this notice. Therefore, grantees are strongly encouraged to budget for these costs early in the grant lifecycle.

I.B.2. *Submission and publication of the Admin Action Plan.* Normally, a grantee must publish any proposed action plan and substantial amendments to the plan for public comment. However, because the Admin Action Plan will only include program administrative costs, and to allow for a more streamlined process and timely awarding of grants, no public comment period is required.

Therefore, for Admin Action Plans and substantial amendments to these plans *only,* the provisions of 42 U.S.C. 5304(a)(2) and (3), 42 U.S.C. 12707, 24 CFR 570.486, 24 CFR 1003.604, 24 CFR 91.105(b) through (d), and 24 CFR 91.115(b) through (d), with respect to citizen participation requirements, are waived and replaced by the alternative requirements in this section. Additionally, for Admin Action Plans only, grantees are not subject to the action plan requirements in section I.C.

Grantees must publish the Admin Action Plan online when it is submitted to HUD (as described in the applicable AAN). The manner of publication of the Admin Action Plan must include prominent posting on the grantee's official disaster recovery website and include any substantial amendments to the Admin Action Plan. When the grantee submits its Admin Action Plan or substantial amendment to the Admin Action Plan to HUD for approval, it must include the Standard Form 424 (SF–424). There is no due date for the Admin Action Plan as it is optional and may be submitted any time prior to the grantee's Action Plan. HUD will review the Admin Action Plan or substantial amendment to the Admin Action Plan within 15 calendar days from the date of receipt and determine whether to approve the Admin Action Plan per the criteria identified here in section I.B. of the Universal Notice.

I.B.3. *Entering administrative activities into DRGR.* After HUD's approval of the Admin Action Plan, the grantee enters the administrative activities from its approved Admin Action Plan (or substantial amendment to that plan) into the DRGR system, as described in section III.G. Grantees are required to populate their DRGR Action Plan since grant funds can only be drawn from the line of credit through projects and activities that are established in the DRGR system. This process will allow a grantee to access funds for program administrative costs while the grantee begins developing its Action Plan.

I.B.4. *Applicability of the Admin Action Plan.* A grantee's use of grant funds for program administrative costs before approval of the Action Plan must

[5] View HUD's guidance on addressing Radon in the Environmental Review process published in CPD Notice 23–103 here: *https://www.hud.gov/sites/dfiles/CPD/documents/CPD_Notice_on_Addressing_Radon_in_the_Environmental_Review_Process.pdf.*

be consistent with the Admin Action Plan. Once the Action Plan is approved, the use of all grant funds must be consistent with the Action Plan. Upon HUD's approval of the Action Plan, the optional Admin Action Plan shall only be relevant to administrative costs charged to the grant *before* the date of approval of the Action Plan.

I.B.5. *Admin Action Plan certifications waiver and alternative requirement.* Sections 104(b)(4), (c), and (m) of the HCDA (42 U.S.C. 5304(b)(4), (c), and (m)), sections 106(d)(2)(C) and (D) of the HCDA (42 U.S.C. 5306(d)(2)(C) and (D)), and section 106 of the Cranston-Gonzalez National Affordable Housing Act of 1990, as amended (42 U.S.C. 12706), and regulations at 24 CFR 91.225 and 91.325 are waived and replaced with the following alternative requirement. Each grantee choosing to submit an Admin Action Plan must also complete the certifications in Appendix A and submit them with the Admin Action Plan.

Additionally, HUD is waiving section 104(a)–(c) and (d)(1) of the HCDA (42 U.S.C. 5304), section 106(c)(1) and (d) of the HCDA (42 U.S.C. 5306), section 210 of the URA (42 U.S.C. 4630), section 305 of the URA (42 U.S.C. 4655), and regulations at 24 CFR 91.225(a)(2), (6), and (7), 91.225(b)(7), 91.325(a)(2), (6), and (7), 49 CFR 24.4(a), and 24 CFR 42.325 only to the extent necessary to allow grantees to receive a portion of their allocation for program administrative costs before submitting other statutorily required certifications.

I.C. Action Plan

Requirements for CDBG actions plans, located at 42 U.S.C. 5304(a)(1), 42 U.S.C. 5304(m), 42 U.S.C. 5306(a)(1), 42 U.S.C. 5306(d)(2)(C)(iii), 42 U.S.C. 12705(a)(2), and 24 CFR 91.220 and 91.320, are waived for CDBG–DR grants. Instead, grantees must submit to HUD an action plan for disaster recovery which will describe programs and activities that conform to applicable requirements as specified in the Universal Notice and the applicable AAN. HUD will return all Action Plans that are substantially incomplete as described in section I.C.5. The Action Plan is substantially incomplete if the plan does not satisfy all the required elements identified in the Universal Notice and the applicable AAN. Grantees receiving an allocation are required to submit an Action Plan within 90 calendar days of the applicability date of the AAN, unless the grantee has requested, and HUD has approved an extension of the submission deadline. HUD will monitor the grantee's actions and use of funds for consistency with the Action Plan, as well as meeting the performance and timeliness objectives therein.

I.C.1. *Developing the Action Plan.* The Action Plan must identify the use of all CDBG–DR funding, including eligibility criteria for accessing the funds and how the proposed uses will address long-term recovery needs. At a minimum, the Action Plan must cover the impacts of the qualifying disaster, restoration of housing, infrastructure, economic revitalization, and mitigation in the MID areas. The CDBG–DR allocations are based on the unmet needs of specific communities, which are the least likely to fully recover without additional assistance. Therefore, it is critical that the Action Plan demonstrates the following, as described in the referenced sections:

1. An unmet needs assessment (review section I.C.1.a.).
2. A mitigation needs assessment (review section I.C.1.b.).
3. A fair housing and civil rights data assessment (review section I.C.1.c.).
4. Connection between proposed programs and projects and unmet needs, mitigation needs, and fair housing and civil rights assessments (review section I.C.1.d.).
5. Set allocation and award caps (review section I.C.1.e.).
6. Establish funding criteria (review section I.C.1.f.).
7. Establish protocols for substantial amendments (review section I.C.1.g.).

As grantees develop their Action Plan, they must consult with various stakeholders, including the public (*i.e.,* citizen participation) and inform residents about their funding decisions prior to submitting the Action Plan to HUD for review. Grantees will receive specific instructions for Action Plan submittal in the applicable AAN. Note, the citizen participation requirements to develop the action plan are described in section I.C.2.

I.C.1.a. *Unmet needs assessment.* Each grantee must develop an unmet needs assessment to strategically inform the use of the grant funds. The unmet needs assessment will help a grantee evaluate community needs across its jurisdiction by assessing the remaining effects of the qualifying disaster as they relate to housing, infrastructure, and the economy. Note, HUD can assist grantees in obtaining FEMA data to support the development of the Action Plan and implementation of recovery programs.[6]

I.C.1.a.(i). *Unmet needs in the MID areas.* A grantee must describe the unmet need in the MID areas (see section III.D.2.), as the allocations are based on the unmet needs of these specific communities, which are the least likely to fully recover without additional assistance. Grantees are required to use at least 80 percent of the CDBG–DR award to benefit the HUD-identified MID areas. Local government grantees whose HUD-identified MID areas include their entire jurisdiction, must use 100 percent of the CDBG–DR award to benefit the HUD-identified MID area. However, HUD encourages all grantees to consider using 100 percent of its award to benefit HUD-identified MID areas since the data from these areas were used to determine the amount of the award. If allowed, and the grantee does choose to spend a portion (*i.e.,* up to 20 percent) of its award outside of the HUD-identified MID area, it will determine and identify in the Action Plan where the grantee will use that amount ("grantee-identified MID areas"), and that portion of the allocation may only be used to address those areas that the grantee determines are most impacted and distressed, meaning the areas that have the greatest amount of damage and unmet need outside of the HUD-identified MID areas. Additionally, any grantee-identified MID areas must have received a presidential major disaster declaration identified by the disaster numbers listed in the applicable AAN. The grantee must use quantifiable and verifiable data in its analysis, and reference it in its Action Plan, to identify the grantee-identified MID areas and indicate how the proposed use of funds will prioritize the remaining unmet needs for low- and moderate-income (LMI) individuals and areas. The addition of a grantee-identified MID area after the submittal of the initial Action Plan would result in a substantial amendment to the grantee's Action Plan (see section I.C.1.g.).

I.C.1.a.(ii). *Unmet needs assessment requirements.* At a minimum, the unmet needs assessment must include the following, as they relate to the HUD-identified and grantee-identified MID areas, and cite the appropriate data sources:

1. Description of the effects of the qualifying disaster(s) and the greatest remaining recovery needs that have not been addressed by other sources of funds, including insurance proceeds, other Federal assistance, or any other funding source; and
2. Evaluation of the three core aspects of recovery—housing, infrastructure, and the economy (*e.g.,* estimated job losses), which considers the pre-disaster needs (*e.g.,* a lack of affordable housing)

[6] View more information about how to access this data on HUD's website here: *https://www.hud.gov/program_offices/comm_planning/cdbg-dr/data-sharing.*

that have been exacerbated by the disaster. The assessment of housing needs must address: (1) emergency shelters; (2) interim and permanent housing; (3) rental and owner-occupied single family and multifamily housing; (4) public housing (including HUD-assisted housing) and other types of affordable housing, including housing for vulnerable populations (including those who were unhoused prior to the disaster).

Disaster recovery needs evolve over time and grantees must amend the Action Plan, including the unmet needs assessment, as additional needs are identified, and/or additional resources become available. At a minimum, grantees must revisit and update the unmet needs assessment when reallocating funds from one program to another through a substantial amendment (as described in section I.C.1.g.).

I.C.1.b. *Mitigation needs assessment.* While the purpose of CDBG–DR funds is to recover from a Presidentially declared disaster, integrating hazard mitigation and resilience planning with recovery efforts will promote a more resilient long-term recovery. Mitigation solutions designed to be resilient only for threats and hazards related to a prior disaster can leave a community vulnerable to negative effects from future extreme events related to other threats or hazards. For purposes of grants subject to the Universal Notice, mitigation activities are defined as those activities that increase resilience and reduce or eliminate the long-term risk of loss of life, injury, damage to and loss of property, and suffering and hardship, by lessening the impact of future disasters.

At a minimum, the mitigation needs assessment must include a risk-based assessment to identify current and future hazards (*e.g.,* sea level rise, strong winds, tornados, storm surge, flooding, volcanic activity, earthquakes, extreme heat, drought, and wildfire risk, where appropriate). The assessment must describe how the hazards do or can impact the HUD-identified and grantee-identified MID areas and cite the appropriate data sources. Grantees must explain how the risk-based assessment will inform the use of the CDBG–DR funds and identify if other sources of funding are available to address its identified mitigation needs.

At a minimum, grantees must use the risks identified in the current FEMA-approved State or local HMP, Community Wildfire Protection Plan (CWPP), or other resilience or long-term recovery plans to inform the assessment. If a jurisdiction is currently updating an expired HMP, the grantee's agency administering the CDBG–DR funds must consult with the agency administering the HMP update to identify the risks that will be included in the assessment.

A grantee may choose to simply cite the current FEMA-approved HMP, CWPP, or other resilience or long-term recovery plan to address the mitigation needs assessment, if there is a clear connection of programs and projects to the mitigation needs. If a grantee chooses this option, the grantee must make the HMP, CWPP, or other resilience or long-term recovery plan available on the grantee's official disaster recovery website and provide a direct link to the selected plan in the mitigation needs assessment section of the Action Plan.

Mitigation needs evolve over time and grantees must amend the mitigation needs assessment and Action Plan as conditions change, as additional mitigation needs are identified, and additional resources become available. At a minimum, grantees must revisit and update the mitigation needs assessment when reallocating funds from one program to another through a substantial amendment (as described in section I.C.1.g.).

I.C.1.c. Fair Housing and Civil Rights Assessment

I.C.1.c.(i). *Fair housing and civil rights laws and terminology defined.* The grantee must use its CDBG–DR funds in a manner that complies with its fair housing and nondiscrimination obligations,[7] which include:

- Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d *et seq.;*
- Title VIII of the Civil Rights Act of 1968 (The Fair Housing Act), 42 U.S.C. 3601–19;
- Section 504 and 508 of the Rehabilitation Act of 1973, 29 U.S.C. 794;
- The Americans with Disabilities Act of 1990,42 U.S.C. 12131 *et seq.;* and
- Section 109 of the HCDA, 42 U.S.C. 5309.

For purposes of the Universal Notice, HUD defines the following terms as they relate to the requirements set forth in the Universal Notice:

- *Protected Classes:* Race, color, national origin, religion, sex (including sexual orientation and gender identity), familial status, and disability.
- *Vulnerable Populations:* Groups or communities whose circumstances present barriers to obtaining or understanding information or accessing resources which may include: (1) persons at risk of or experiencing homelessness; (2) older adults; (3) persons with disabilities (mental, physical, developmental); (4) survivors of domestic violence, dating violence, sexual assault, or stalking; (5) persons with alcohol or other substance-use disorder; (6) persons with HIV/AIDS and their families; or (7) public housing residents.
- *Underserved Communities:* Populations or geographic communities, often comprised of protected classes, sharing a particular characteristic that have been systematically denied a full opportunity to participate in aspects of economic, social, and civic life. Underserved communities that were economically distressed before the disaster include, but are not limited to, those areas that were designated as a Promise Zone, Opportunity Zone, a Neighborhood Revitalization Strategy Area, a Tribal area, a Community Disaster Resilience Zone (CDRZ), or those areas that meet at least one of the distress criteria established for the designation of an investment area of a Community Development Financial Institution at 12 CFR 1805.201(b)(3)(ii)(D).

Grantees must take the following actions to comply with affirmatively furthering fair housing (AFFH):[8]

1. Submit a certification to AFFH in accordance with 24 CFR 91.225 or 325, as applicable and 24 CFR 5.150, *et seq.;*
2. Update any policies and procedures to remain in compliance with AFFH requirements, as amended by HUD and reflected in updated HUD guidance and rules; and
3. Use their CDBG–DR funds in a manner that affirmatively furthers fair housing.

I.C.1.c.(ii). *Fair housing and civil rights data collection.* Collecting fair housing and civil rights data will position the grantee to provide a fair and holistic recovery. At a minimum, the grantee must collect the following data in terms of number and percentage for each identified group, as defined above, and as they relate to the HUD-identified and grantee-identified MID areas and cite the appropriate data sources:

1. Populations with Limited English Proficiency (LEP) by language spoken;
2. Persons belonging to protected classes;

[7] Visit HUD's Office of Fair Housing and Equal Opportunity's website for more information about fair housing and civil rights obligations here: *https://www.hud.gov/fairhousing.*

[8] Visit HUD's Office of Fair Housing and Equal Opportunity's website for more information about requirements for affirmatively furthering fair housing here: *https://www.hud.gov/program_offices/fair_housing_equal_opp/affh.*

3. Persons belonging to protected classes by housing tenure (*i.e.,* homeowner vs renter);
4. Persons belonging to vulnerable populations;
5. Persons belonging to historically distressed and underserved communities;
6. Indigenous populations and Tribal communities; and
7. Racially or ethnically concentrated areas of poverty (R/ECAPs).

Grantees are encouraged to consider housing tenure as it relates to these data sets when available.

I.C.1.d. *Connection of proposed programs and projects to unmet needs, mitigation needs, and fair housing and civil rights assessments.* The grantee must describe the connection between identified unmet needs, mitigation needs, fair housing and civil rights data, and the allocation of CDBG–DR resources within its Action Plan. At a minimum, the Action Plan must:

1. Provide a clear connection between a grantee's assessments and its proposed programs and projects in the MID areas (or outside in connection to the MID areas as described in section III.D.2.). Such description must demonstrate a reasonably proportionate allocation of resources relative to areas and categories (*i.e.,* housing, economic revitalization, and infrastructure) of greatest needs identified in the grantee's unmet needs and mitigation needs assessments or provide an acceptable justification for a disproportional allocation.
2. Describe how the grantee is incorporating hazard mitigation measures to reduce the impacts of future disasters and considering all hazard risks, as identified in its mitigation needs assessment.
3. Based on the fair housing and civil rights data collected, the grantee must:
- Describe how protected classes will benefit from CDBG–DR funds in proportion to their communities' needs.
- Assess the impact of its planned use of CDBG–DR funds on identified vulnerable populations and other identified historically underserved communities. If programs are aimed at these groups, the Action Plan should clearly define those populations.

4. Describe all reasonable efforts the grantee will take to minimize displacement of persons or entities, assist any persons or entities displaced, and ensure accessibility needs of displaced persons with disabilities.

I.C.1.e. *Allocation and award caps.* It is critical for grantees to demonstrate their planned use of funds through their Action Plan so the public can understand what types of assistance disaster survivors can apply for and what limits there are on possible awards.

Therefore, grantees must create a high-level budget for the full amount of the CDBG–DR allocation so the public can understand how funds will be split among program administration (subject to the five percent cap, plus five percent of program income generated, as described in section III.B.3.), planning (subject to the 15 percent cap, as described in section III.B.4.), housing, infrastructure, and economic revitalization (*e.g.,* by program, subrecipient, grantee-administered activity, or other category).

Grantees are also encouraged to budget for any planned public service activities. The grantee's budget should also be consistent with the requirements to integrate hazard mitigation into all its programs and projects that involve construction, as described in section III.D.3. Finally, grantees must develop an executive summary describing the contents of the Action Plan and its proposed use of funds so that interested parties will be able to understand and comment on the Action Plan.

For each program it intends to fund, the grantee must include the following in its Action Plan:

1. Provide a description of the disaster recovery program to be funded;
2. Identify the CDBG–DR eligible activity and national objective, including only those allowed under title I of the HCDA or otherwise eligible pursuant to a waiver or alternative requirement;
3. Identify the responsible entity assuming the authority for the decision making and completion of the environmental review per 24 CFR 58.4. State grantees who exercise HUD's environmental review responsibilities must follow the requirements per 24 CFR 58.4(b)(2) and 24 CFR 58.18;
4. Identify which geographic areas (*i.e.,* HUD-identified and/or grantee-identified MID areas) that may benefit from CDGB–DR funds;
5. Explain how the grantee will identify and then reduce barriers that individuals face or may face to access assistance, including protected classes, vulnerable populations, and other historically underserved communities;
6. If the appropriations act that funded the grantee's award includes additional funds for mitigation, the grantee must also identify how the proposed use of CDBG–DR mitigation set-aside funds will meet the definition of mitigation activities (as described in section I.C.1.b.);
7. Describe (1) the maximum amount of assistance (*i.e.,* award cap) available to a beneficiary under each of the grantee's disaster recovery programs and (2) the maximum income (*i.e.,* income cap) of any beneficiary receiving CDBG–DR assistance for direct-benefit activities. Each grantee must also indicate in its Action Plan that it will make exceptions to the maximum award amounts, when necessary, to comply with Federal accessibility standards or to reasonably accommodate a person with disabilities. If the maximum amount of assistance is unknown for a specific program or project when the grantee is submitting the initial Action Plan to HUD, the grantee must update the Action Plan through a substantial amendment (as described in section I.C.1.g.) once the information is known. The substantial amendment must be submitted and approved before awarding funds to applicants; and
8. Any other known eligibility criteria established by the grantee for assistance (*e.g.,* priority intake).

I.C.1.e.(i). *Prioritization for allocations less than $20 million.* Section I.C.1.d. requires that the Action Plan demonstrates a reasonably proportionate allocation of resources relative to areas and categories (*i.e.,* housing, economic revitalization, and infrastructure) of greatest needs identified in the grantee's unmet needs and mitigation needs assessments or provide an acceptable justification to HUD for a disproportional allocation.

HUD recognizes that grantees receiving an allocation of less than $20 million for a qualifying disaster(s) may most effectively advance recovery by more narrowly targeting these limited recovery and mitigation resources. HUD will consider the small size of the grant and HUD's allocation methodology as an acceptable justification for a grantee to propose a disproportional allocation when the grantee is allocating funds to address: (1) unmet affordable rental housing needs in a MID area caused by or exacerbated by the disaster(s) that incorporates mitigation, or (2) unmet infrastructure needs necessary to build affordable rental housing in a MID area that incorporates mitigation.

I.C.1.f. *Funding criteria.* The Action Plan must describe how the grantee will distribute its grant funds, which can include the following methodologies:

1. Direct implementation (through employees, contractors, or through subrecipients); or
2. A method of distribution to local governments and Indian Tribes (for States, as permitted by III.C.4.); or
3. A combination of a direct implementation model and a method of distribution model.

Because grantees must spend at least 80 percent of the CDBG–DR award to

benefit the HUD-identified MID area (see section III.D.2.), they should consider how they will meet this requirement when developing funding criteria. At a minimum, the grantee must establish the following criteria within its Action Plan so the public can clearly understand its funding criteria for funds sub-granted to eligible entities through a method of distribution or for applications that the grantee solicits for programs to be carried out directly:

1. All criteria used to allocate and award the funds, including the relative importance of each criterion and any priorities;

2. Establish the maximum grant size available;

3. Describe how the distribution and selection criteria will address disaster-related unmet needs or mitigation needs in a manner that does not have an unjustified discriminatory effect on nor a failure to benefit protected classes in proportion to their communities' needs, including in racially and ethnically concentrated areas of poverty; and

4. Describe the steps to be followed to encourage the participation of those belonging to protected classes. Such description must include an assessment of the following: (1) who may be expected to benefit, (2) the timing of who will be prioritized, and (3) the amount or proportion of benefits expected to be received.

If some required information is unknown when the grantee is submitting its initial Action Plan to HUD, the grantee must update the Action Plan through a substantial amendment once the information is known. Historically, appropriations acts require a grantee to submit a plan detailing the proposed use of all funds before HUD can obligate funding to the grantee. Without all the required information in the initial Action Plan, HUD may obligate only a portion of the grant funds until the substantial amendment providing the required information is submitted and approved by HUD.

I.C.1.g. *Protocols for substantial amendments.* In its Action Plan, each grantee must specify criteria for determining what changes in the grantee's Action Plan would constitute a substantial amendment to the Action Plan and thus require public comment. At a minimum, the following modifications will constitute a substantial amendment:

1. A change in program benefit or eligibility criteria (including the expansion of eligible beneficiaries (*e.g.,* establishing a new grantee-identified MID area));

2. The addition or deletion of an activity;

3. A proposed reduction in the overall benefit requirement (as described in section III.B.1.);

4. The allocation or reallocation of a reasonable monetary threshold specified by the grantee in its Action Plan; and

5. An update to the submitted initial Action Plan if the original submission was incomplete as allowed under section I.C.1.e. paragraph 7 and section I.C.1.f.

Once a grantee has set a reasonable monetary threshold in which a reallocation or allocation of funds would constitute a substantial amendment, grantees cannot disregard this threshold by submitting multiple nonsubstantial amendments back-to-back in order to avoid following a substantial amendment process (*e.g.,* submitting two budget reallocations within 30 days of each other that if taken together would require a substantial amendment).

I.C.2. *Citizen participation requirements.* To permit a more streamlined process and ensure disaster recovery grants are awarded in a timely manner, provisions of 42 U.S.C. 5304(a)(2) and (3), 42 U.S.C. 12707, 24 CFR 570.486, 24 CFR 1003.604, 24 CFR 91.105(b) through (d), and 24 CFR 91.115(b) through (d), with respect to citizen participation requirements, are waived and replaced by the alternative requirements in this section. Under the streamlined requirements, the grantee may be required to hold a public hearing(s) on the proposed Action Plan and must provide a reasonable opportunity (*i.e.,* at least 30 calendar days) for public comment.

The grantee must follow a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.115 or 91.105 (except as provided for in notices providing waivers and alternative requirements). Each local government receiving assistance from a State grantee must follow its citizen participation requirements at 24 CFR 570.486 (except as provided for in notices providing waivers and alternative requirements). The grantee's records must demonstrate that it has notified affected residents through electronic mailings, press releases, statements by public officials, media advertisements, social media, public service announcements, and/or contacts with neighborhood organizations.

In addition to the requirements above, the streamlined citizen participation alternative requirements for CDBG–DR grants are as follows:

- Requirement for consultation during plan preparation (see section I.C.2.a.);
- Publication of the Action Plan and opportunity for public comment (see section I.C.2.b.);
- Consideration of public comments (see section I.C.2.c.).

I.C.2.a. *Consultation during Action Plan preparation.* All grantees must consult with States, Indian Tribes, local governments, Federal partners, nongovernmental organizations, the private sector, and other stakeholders and affected parties in the surrounding geographic area during Action Plan preparation to ensure consistency of the Action Plan with applicable regional development plans. This requirement also includes consulting with organizations that advocate on behalf of members of protected classes, vulnerable populations, and other underserved communities impacted by the disaster to help address requirements defined in section I.C.1.c. for the fair housing and civil rights data collection. A grantee must consult with other relevant government and local agencies, including State and local emergency management agencies that have primary responsibility for the administration of FEMA funds, agencies that manage local Continuum of Care,[9] Public Housing Agencies,[10] and HUD-approved housing counseling agencies,[11] as applicable. Grantees must coordinate with State Housing Finance Agencies to verify that all available funding sources and opportunities for leverage are noted in the Action Plan. Given the extensive coordination that is required to develop a grantee's Action Plan, HUD recommends that grantees give their partners a clear timeline on receiving feedback and create a consistent process for how feedback will be received from these stakeholders.

I.C.2.b. *Public comment period and minimum public hearing requirement.* Following the creation of the Action Plan or substantial amendment, the grantee must publish the proposed Action Plan or substantial amendment for public comment. The manner of publication must include prominent posting on the grantee's official disaster recovery website and must afford residents, affected local governments,

[9] Find your local Continuum of Care here: *https://www.hudexchange.info/grantees/.*

[10] Find your local Public Housing Agency on HUD's website here: *https://www.hud.gov/program_offices/public_indian_housing/pha/contacts.*

[11] Find a HUD-approved housing counseling agency on HUD's website here: *https://answers.hud.gov/housingcounseling/s/?language=en_US.*

and other interested parties a reasonable opportunity to review the Action Plan or substantial amendment (*i.e.*, at least 30 calendar days). Grantees shall identify and redress any potential barriers that may limit or prohibit protected classes, vulnerable populations, or other underserved communities and individuals affected by the disaster from providing public comment on the grantee's Action Plan or substantial amendments. For example, grantees should consider how to address barriers like lack of childcare and/or transportation that can limit certain populations or communities from participating in public hearings, providing comments, or other engagement events or techniques.

HUD anticipates that every community and every grantee will have some identified barriers to address. Based on the specific barriers the grantee identifies, particularly those that may limit or prohibit equitable participation, the grantee must describe the reasonable measures it will take to increase coordination, such as affirmative marketing, targeted outreach, and engagement with underserved communities and individuals, including protected classes such as persons with disabilities and persons with LEP.

HUD strongly encourages grantees to hold as many hearings or convenings as may be necessary to ensure they capture all citizen comments to inform the comprehensive development of their Action Plan. The minimum number of public hearings a grantee must convene on the Action Plan to obtain interested parties' views and to respond to comments and questions shall be determined by the amount of the grantee's CDBG–DR allocation: (1) CDBG–DR grantees with allocations under $20 million are not required to hold a public hearing; (2) CDBG–DR grantees with allocations equal to or greater than $20 million but less than $100 million are required to hold at least one public hearing; (3) CDBG–DR grantees with allocations equal to or greater than $100 million but less than $500 million are required to hold at least two public hearings; and (4) CDBG–DR grantees with allocations equal to or greater than $500 million shall convene at least three public hearings. These are only minimum hearing requirements and the form and structure of the hearings and convenings may vary to effectively solicit meaningful engagement and feedback. Grantees may find they need additional hearings to adequately capture and address all citizen questions, concerns, and comments.

If the grantee is required to hold multiple public hearings, and a grantee holds those hearings in-person, it must hold each hearing in a different location within the HUD-identified MID area. Specifically, the grantee should select locations that will promote a geographic balance and maximize accessibility for stakeholders to actively participate.

FIGURE ONE: MINIMUM PUBLIC HEARING REQUIREMENT BASED ON GRANT SIZE

CDBG–DR grant value	Minimum public hearing requirement
<$20 Million	No public hearing requirement.
≥$20 Million but < $100 Million.	One (1) public hearing required.
≥$100 Million but < $500 Million.	Two (2) public hearings required.
≥$500 Million	Three (3) public hearings required.

Grantees may convene public hearings virtually (alone, or in concert with an in-person hearing). All in-person hearings must be held within HUD-identified MID areas and in facilities that are physically accessible to persons with disabilities. When conducting a virtual hearing, the grantee must allow questions in real time, with answers coming directly from the grantee representatives to all attendees.

A grantee's citizen participation plan must specify that it will meet the requirements in the previous paragraph and the requirements in section III.B.8.a. of this notice on vital documents. Additionally, for both virtual and in-person hearings, the citizen participation plan must include how the grantee will complete the following: (1) hold hearings at times and locations convenient to potential and actual beneficiaries, (2) provide accommodations for persons with disabilities, and (3) to ensure effective communication for individuals with disabilities, including through the provision of auxiliary aids and services. See 24 CFR 8.6 for HUD's regulations about effective communication.

Grantees must also provide meaningful access for individuals with LEP at both in-person and virtual hearings. Meaningful access may include live translation of attendees' questions and comments. In the citizen participation plan, State and local government grantees shall identify how the needs of non-English-speaking residents will be met in the case of virtual and in-person public hearings where a significant number of non-English-speaking residents live in the MID areas. In addition, for both virtual or in-person hearings, the grantee shall provide reasonable notification and access for residents in accordance with the grantee's certifications at section I.C.4., timely responses to all citizen questions and issues, and public access to all questions and responses.

I.C.2.c. *Consideration of public comments.* The grantee must provide a reasonable time frame (no less than 30 calendar days) and reasonable method(s) (including but not limited to electronic submission) for receiving comments on the Action Plan or substantial amendment. The grantee must consider all oral and written comments on the Action Plan or any substantial amendment. Any updates or changes made to the Action Plan in response to public comments should be clearly identified in the Action Plan. A summary of comments on the Action Plan or amendment, and the grantee's response to each, must be included with the Action Plan or substantial amendment. Grantee responses shall address the substance of the comment rather than merely acknowledge that the comment was received.

I.C.3. *Submission of the Action Plan.* The Action Plan (including the SF–424, SF–424B and SF–424D, as applicable) and the certifications included in Appendix B of the Universal Notice must be submitted to HUD for review and approval. Note, the submission process will be described in the applicable AAN. HUD will review each Action Plan within 45 calendar days from the date of receipt, as described in section I.C.5. By submitting the required standard forms, the grantee is providing assurances that it and its recipients will comply with statutory requirements, including, but not limited to Federal civil rights requirements.

I.C.4. *Action Plan certifications waiver and alternative requirement.* Sections 104(b)(4), (c), and (m) of the HCDA (42 U.S.C. 5304(b)(4), (c) and (m)), sections 106(d)(2)(C) and (D) of the HCDA (42 U.S.C. 5306(d)(2)(C) and (D)), section 106 of the Cranston-Gonzalez National Affordable Housing Act (42 U.S.C. 12706), and regulations at 24 CFR 91.225 and 91.325 are waived and replaced with the following alternative requirement. Each grantee receiving an allocation under an AAN must make all the certifications included in Appendix B of the Universal Notice.

I.C.5. *HUD Action Plan review process.* HUD may return an Action Plan or substantial amendment to an Action Plan if it is incomplete. HUD will work with grantees to resolve or provide additional information during the review period to avoid having to unnecessarily formally disapprove an

Action Plan or substantial amendments. There may be several issues related to the Action Plan or substantial amendments, as submitted, that can be fully resolved through discussion and revision during the review period, rather than through HUD's formal disapproval of the Action Plan or substantial amendment. Therefore, the Secretary has determined that good cause exists and is waiving 24 CFR 91.500 and providing the alternative requirement described below.

I.C.5.a. *General HUD review of an Action Plan.* HUD will review the Action Plan upon receipt. The Action Plan will be deemed approved 45 calendar days after HUD receives the plan, unless before that date HUD notifies the jurisdiction that the plan is being returned or disapproved (see definitions below). The grantee must publish the final HUD-approved Action Plan on its official disaster recovery website.

I.C.5.b. *Standard of review of an Action Plan.* HUD may disapprove or return an Action Plan or a portion of an Action Plan if it is inconsistent with the purposes of the Cranston-Gonzalez National Affordable Housing Act (42 U.S.C. 12703), if it is substantially incomplete, or if the certifications under section I.C.4. of the Universal Notice are not satisfactory to the Secretary in accordance with 24 CFR 570.304 or 570.485(c), as applicable. The following are examples of an Action Plan that is substantially incomplete:

- An Action Plan that fails to satisfy a required element in the Universal Notice or applicable AAN (for example, an Action Plan that was developed without the required citizen participation or the required consultation); or
- An Action Plan that fails to describe how protected classes would benefit from CDBG–DR funds in proportion to their communities' needs.

I.C.5.c. *Written notice of return of an Action Plan.* HUD is establishing an alternative process that offers a grantee the option to voluntarily provide a revised Action Plan if HUD has identified sections of the Action Plan that are substantially incomplete. If HUD finds errors with the Action Plan submission, no later than day twenty in HUD's 45-day review, HUD may return the Action Plan to the grantee to resolve the identified errors. The review timeline will pause while the grantee is updating the Action Plan for resubmission to HUD. Once the grantee has resubmitted the Action Plan, the review timeline will resume. A grantee is not required to revise the Action Plan submission, but if they choose not to after being notified of errors, the Secretary may disapprove the Action Plan as substantially incomplete if HUD determines the Action Plan does not meet the requirements of the Universal Notice and the applicable AAN.

I.C.5.d. *Written notice of disapproval of an Action Plan.* Within 15 calendar days after HUD notifies a grantee that it is disapproving its Action Plan (initial notice should occur via email), it must inform the jurisdiction in writing of the reasons for disapproval and actions that the jurisdiction could take to meet the criteria for approval.

I.C.5.e. *Revisions and resubmission of an Action Plan.* After the first notification of disapproval, the grantee must revise or resubmit an Action Plan within 45 calendar days. HUD must respond to approve or disapprove the Action Plan within 30 calendar days of receiving the revisions or resubmission.

I.C.6. *Amendments to the Action Plan.* The grantee must amend its Action Plan to update its needs assessments, modify or create new activities, or reprogram funds, as necessary. Each amendment must be published on the grantee's official website and describe the changes within the context of the entire Action Plan. A grantee's current version of its entire Action Plan must be accessible for viewing as a single document at any given point in time, rather than require the public or HUD to view and cross reference changes among multiple amendments.

I.C.6.a. *Substantial amendment.* In its Action Plan, each grantee must specify criteria outlined in section I.C.1.g. to clearly define what changes constitute a substantial amendment to the Action Plan. For all substantial amendments, the grantee must follow the same procedures required for the preparation and submission of an Action Plan for disaster recovery, with the exception of the public hearing requirements described in section I.C.2.b. and the consultation requirements described in section I.C.2.a., which are not required for substantial amendments. Every amendment to the Action Plan (substantial and nonsubstantial) must be numbered sequentially and posted on the grantee's website. A substantial amendment shall require a 30-day public comment period and must be posted on the grantee's website.

I.C.6.a.(i). *General HUD review of a substantial amendment to an Action Plan.* HUD will review a substantial amendment to an Action Plan upon receipt. The substantial amendment will be deemed approved 45 calendar days after HUD receives the amendment, unless before that date HUD has notified the jurisdiction that the amendment is disapproved.

I.C.6.a.(ii). *Standard of review of a substantial amendment to an Action Plan.* HUD may disapprove a substantial amendment to an Action Plan if it is substantially incomplete. HUD must notify the grantee in writing that it is disapproving the substantial amendment and must include the reasons for disapproval and actions that the jurisdiction could take to meet the criteria for approval.

I.C.6.a.(iii). *Revisions and resubmission of a substantial amendment to an Action Plan.* After the first notification of disapproval, the grantee must revise or resubmit the substantial amendment to the Action Plan within 45 calendar days. HUD must respond to approve or disapprove the substantial amendment within 30 calendar days of receiving the revisions or resubmission.

I.C.6.b. *Nonsubstantial amendment.* The grantee must notify HUD, but is not required to seek public comment, when it makes any amendment to the Action Plan that is not substantial. HUD must be notified at least five business days before the amendment becomes effective. However, as mentioned above, every amendment to the Action Plan (substantial and nonsubstantial) must be numbered sequentially and posted on the grantee's website. The Department will acknowledge receipt of the notification of nonsubstantial amendments via email within five business days.

II. Phase Two: Financial Certification and Oversight of Funds

II.A. Certification of Adequate Financial Controls and Procurement Processes, and Procedures for Proper Grant Management

Appropriations acts typically require that the Secretary certify that the grantee has proficient financial controls and procurement processes and procedures in place to prevent any duplication of benefits (DOB) as defined by section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1974, as amended ("the Stafford Act"), (42 U.S.C. 5155), to ensure timely expenditure of funds, to maintain a comprehensive website regarding all disaster recovery activities assisted with these funds, and to detect and prevent waste, fraud, and abuse of funds.

II.A.1. *Documentation requirements.* To enable the Secretary to make this certification, each grantee must submit to HUD the certification documentation listed below. This information must be submitted within 135 calendar days of

the applicability date of the AAN. Historically, grant agreements have not been executed until the Secretary has issued a certification for the grantee. For each of the items outlined in sections II.A.1.a. through II.A.1.g. below (collectively referred to as the "Financial Management and Grant Compliance Certification Requirements"), the grantee must certify to the accuracy of its submission when submitting the Financial Management and Grant Compliance Certification Checklist (the "Certification Checklist"). The Certification Checklist is a document that incorporates all of the Financial Management and Grant Compliance Certification Requirements. HUD will review the grantee's certification documentation within 45 calendar days from the date of receipt.

II.A.1.a. *Proficient financial management controls.* A grantee has proficient financial management controls if the grantee's agency administering this grant submits its most recent single audit and Annual Comprehensive Financial Report (ACFR), which in HUD's determination indicates that the grantee has no material weaknesses, deficiencies, or concerns that HUD considers to be relevant to the financial management of CDBG, CDBG–DR, or Community Development Block Grant Mitigation (CDBG–MIT) funds. If the single audit or ACFR identified weaknesses or deficiencies, the grantee must provide documentation satisfactory to HUD showing how those weaknesses have been removed or are being addressed.

II.A.1.b. *Procedures for procurement.* Each grantee must provide HUD with its procurement processes for review, so HUD may evaluate the grantee's processes to determine that they are based on principles of full and open competition. A grantee has adequate procurement processes if the grantee complies with the procurement requirements at section III.B.7., including:

(i) A State grantee has proficient procurement processes if HUD determines that its procurement processes reflect that it:

(1) adopted 2 CFR 200.318 through 200.327 for both its own procurement processes and for its subrecipients;

(2) follows its own State procurement policies and procedures based on full and open competition and establishes requirements for procurement processes for local governments and subrecipients based on full and open competition pursuant to 24 CFR 570.489(g), and the requirements for the State, its local governments, and subrecipients to evaluate the cost or price of the product or service and comply with 2 CFR 570.489(l); or

(3) adopted 2 CFR 200.317, meaning that it will follow its own State procurement processes based on full and open competition, evaluate the cost or price of the product or service, and comply with 2 CFR 570.489(l), but impose 2 CFR 200.318 through 200.327 on its subrecipients.

Additionally, if the State agency designated as the administering agency chooses to provide funding to another State agency, the administering agency must specify in its procurement processes whether the agency implementing the CDBG–DR activity must follow either i.) the procurement processes that the administering agency is subject to, or ii.) the same processes to which other local governments and subrecipients are subject, or iii.) the procurement processes that the agency carrying out the activity normally follows.

(ii) A local government grantee has proficient procurement processes if the processes are consistent with the specific applicable procurement standards identified in 2 CFR 200.318 through 200.327, and 200.214. When the grantee provides a copy of its procurement processes, it must indicate the sections that incorporate these provisions.

II.A.1.c. *Policies and procedures to maintain a comprehensive disaster recovery website.* A grantee has adequate policies and procedures to maintain a comprehensive and accessible disaster recovery website if it submits policies and procedures indicating to HUD that the grantee will have a separate web page dedicated to its CDBG–DR funded activities including the information described at section III.B.8. The procedures must also indicate the frequency of website updates. At a minimum, grantees must update their official disaster recovery website quarterly.

II.A.1.d. *Procedures to detect and prevent fraud, waste, and abuse.* A grantee has adequate procedures to detect and prevent fraud, waste, and abuse if it submits procedures that indicate:

(i) how the grantee will verify the accuracy of information provided by applicants;

(ii) the criteria to be used to evaluate the capacity of potential subrecipients;

(iii) the frequency with which the grantee will monitor other agencies of the grantee that will administer CDBG–DR funds, and how it will monitor subrecipients, contractors, and other program participants, and why monitoring is to be conducted, and which items are to be monitored;

(iv) if the grant size is $100 million or more, the grantee has or will employ an internal auditor that provides both programmatic and financial oversight of grantee activities and has adopted policies that describe the auditor's role in detecting and preventing fraud, waste, and abuse;

(v) (1) for States or grantees subject to the same requirements as States, a written standard of conduct and conflicts of interest policy that complies with the requirements of 24 CFR 570.489(g), (h), and (l) and subparagraph II.A.1.b.(i) *Procedures for procurement* of the Universal Notice, which policy includes the process for promptly identifying and addressing such conflicts;

(2) for local government grantees, a written standard of conduct and conflicts of interest policy that complies with 24 CFR 570.611 and 2 CFR 200.318, as applicable, which policy includes the process for promptly identifying and addressing such conflicts; and

(vi) how it will assist in investigating and taking action when fraud occurs within the grantee's CDBG–DR activities and/or programs. Following a disaster, property owners and renters are frequently the targets of people fraudulently posing as government employees, creditors, mortgage servicers, insurance adjusters, and contractors. All grantees receiving CDBG–DR funds for the first time shall attend and require subrecipients to attend fraud related training provided by HUD Office of Inspector General (OIG), when offered, to assist in the proper management of CDBG–DR grant funds. Grantees must report to the appropriate HUD CPD staff member that it met this requirement and who attended the training. In accordance with 2 CFR 200.113, grantees and subrecipients of CDBG–DR must promptly inform in writing the OIG and HUD when it has credible evidence of violations of Federal criminal law involving fraud, bribery, or gratuities or a violation of the civil False Claims Act that could potentially affect the Federal award at *https://www.hudoig.gov/hotline/report-fraud* (a subrecipient of CDBG–DR must also inform the CDBG–DR grantee that awarded it funding). All other instances of fraud, waste, and abuse should be referred to the HUD OIG Fraud Hotline (phone: 1–800–347–3735 or email: *hotline@hudoig.gov*).

Grantees must address in their policies and procedures:

(1) how it will provide CDBG–DR beneficiaries with information that

raises awareness of possible fraudulent activity, how fraud can be avoided, and what local or State agencies to contact to take action and protect the grantee and beneficiary investment:

(2) how the grantee will make CDBG–DR beneficiaries aware of the risks of contractor fraud and other potentially fraudulent activity that can occur in communities recovering from a disaster; and

(3) the steps it will take to assist a CDBG–DR beneficiary if the beneficiary experiences contractor or other fraud. If the beneficiary is eligible for additional CDBG–DR assistance because the fraudulent activity results in the creation of additional unmet need, the procedures must also address what steps the grantee will follow to provide additional assistance.

II.A.1.e. *Policies and procedures to prevent DOB.* A grantee has adequate policies and procedures to prevent the DOB if the grantee submits and identifies a uniform process that reflects the requirements in Appendix C of the Universal Notice, including:

(i) determining all disaster assistance received by the grantee or applicant and all reasonably identifiable financial assistance available to the grantee or applicant, as applicable, before committing funds or awarding assistance;

(ii) determining a grantee's or an applicant's unmet need(s) for CDBG–DR assistance before committing funds or awarding assistance;

(iii) requiring beneficiaries to enter into a signed agreement to repay any duplicative assistance if they later receive assistance for the same purpose for which the CDBG–DR award was provided. The grantee must identify a method to monitor compliance with the agreement for a reasonable period (*i.e.,* a time period commensurate with risk) and must articulate this method in its policies and procedures, including the basis for the period during which the grantee will monitor compliance. This agreement must also include the following language: "Warning: Any person who knowingly makes a false claim or statement to HUD or causes another to do so may be subject to civil or criminal penalties under 18 U.S.C. 2, 287, 1001 and 31 U.S.C. 3729."; and

(iv) verifying that CDBG–DR funds will not be used for activities reimbursable by, or for which funds are made available by, FEMA or the U.S. Army Corps of Engineers (USACE). Although the language may vary among appropriations acts, CDBG–DR funds may not be used for activities reimbursable by, or for which funds are made available by FEMA or the USACE.

Policies and procedures of the grantee submitted to support the certification must provide that before the award of assistance, the grantee will use the best, most recent available data from FEMA, the Small Business Administration (SBA), insurers, and any other sources of local, State, and Federal sources of funding to prevent a DOB.

Additionally, HUD can assist CDBG–DR grantees with access to the necessary data to support a DOB review.[12]

II.A.1.f. *Policies and procedures for timely expenditures of grant funds.* A grantee has adequate policies and procedures to determine timely expenditures if it submits policies and procedures that indicate the following to HUD:

(i) how it will track and document expenditures of the grantee and its subrecipients (both actual and projected reported in performance reports);

(ii) how it will ensure proper reporting, tracking, and expenditure of program income, including how it will ensure that program income is substantially disbursed before making additional withdrawals from the United States Treasury, except when carrying out the same activities through a revolving fund (see section III.B.12. and section III.B.13. for additional requirements);

(iii) how it will reprogram funds in a timely manner for activities that are stalled (*e.g.,* a project is more than six months behind schedule); and

(iv) how it will project expenditures of all CDBG–DR funds within the period provided for in section III.F.1.

II.A.1.g. *Capacity assessment and staffing analysis.* To enable HUD to assess risk as described in 2 CFR 200.206, the grantee must submit a capacity assessment and staffing analysis to HUD. The capacity assessment must describe the grantee's capacity to carry out the recovery and how it will address any capacity gaps. HUD will determine that the grantee has sufficient management capacity to adequately reduce risk if the grantee submits a capacity assessment and staffing analysis that meets the following requirements.

II.A.1.g.(i). *Capacity assessment.*

(1) Identify the lead agency responsible for implementation of the CDBG–DR award and indicate that the head of that agency will report directly to the chief executive officer of the jurisdiction.

(2) Conduct an assessment of its capacity to carry out CDBG–DR recovery efforts.

(3) Develop a timeline with milestones describing when and how the grantee will address all capacity gaps that are identified.

(4) Include a list of any open monitoring and HUD OIG audit findings related to any CPD program and an update on the corrective actions undertaken to address each finding.

II.A.1.g.(ii). *Staffing analysis.*

(1) Submit an organizational chart of the department or division and provide a table that clearly indicates which personnel, or organizational unit will be responsible for each of the Financial Management and Grant Compliance Certification Requirements identified in section II.A.1.a. through f. along with staff contact information, if available.

(2) Submit documentation demonstrating that it has assessed staff capacity and identified positions for the purpose of: case management in proportion to the applicant pool; program managers who will be assigned responsibility for each primary recovery area (*e.g.,* housing, infrastructure, and economic revitalization); staff who have demonstrated experience in housing, infrastructure (as applicable), and economic revitalization (as applicable); staff responsible for procurement/contract management, regulations implementing Section 3 of the Housing and Urban Development Act of 1968, as amended (24 CFR 75) (Section 3), URA and its implementing regulations, section 104(d) of the HCDA and its implementing regulations, and CDBG acquisition and relocation requirements, fair housing compliance, and environmental compliance. Additionally, demonstrate that the internal auditor, if applicable, and responsible audit staff report independently to the chief elected or executive officer or board of the governing body of any designated administering entity.

(3) Describe how it will provide training and technical assistance for any personnel that are not employed by the grantee at the time of Action Plan submission, and how it will fill gaps in knowledge or technical expertise required for successful and timely recovery. Grantees must also include how it will provide training and technical assistance to its subrecipients.

To fully complete the certification process, the grantee must have completed and submitted the certification documentation required in the applicable Certification Checklist. The grantee's documentation must demonstrate that the standards meet the

[12] View more information about how to access this data, visit HUD's website here: *https://www.hud.gov/program_offices/comm_planning/cdbg-dr/data-sharing.*

requirements in the Universal Notice and the Certification Checklist.

II.B. Relying on Prior Financial Certification Submissions

This section applies to a grantee that has received CDBG–DR funds that are subject to the requirements of the Universal Notice or that received CDBG–DR funds under Public Laws 117–43, 117–180, and 117–328.

For five years after the execution of a grant agreement for an initial allocation of funds a grantee received subject to the Universal Notice, HUD will rely on the grantee's prior submissions provided in response to the Financial Management and Grant Compliance Certification Requirements for any subsequent allocation of funds that is also subject to the Universal Notice. HUD will continue to monitor the grantee's submissions and updates to policies and procedures during the normal course of business.[13]

For grantees that have received CDBG–DR funds under Public Laws 117–43, 117–180, and 117–328, HUD may rely on a grantee's prior submissions provided in response to the Financial Management and Grant Compliance Certification Requirements for five years after the execution of a grant agreement for an initial allocation of funds under those Public Laws.

If it has been more than five years since the executed grant agreement for the original CDBG–DR grant under the Universal Notice or under Public Laws 117–43, 117–180, and 117–328, grantees must update and resubmit the documentation required by section II.A.1. with the completed Certification Checklist. However, the Secretary may require any CDBG–DR grantee to update and resubmit the documentation required by section II.A.1., if there is good cause to require it.

II.C. Obligation and Expenditure of Funds

Once HUD approves the Action Plan and makes the required certification of financial controls and procurement processes, and adequate procedures for proper grant management HUD will then sign a grant agreement obligating funds to the grantee. In addition, HUD will establish the line of credit, and the grantee will receive DRGR system access (if it does not already have DRGR system access). The grantee will follow the DRGR Action Plan process to draw funds (see section III.G.).

[13] View the Community Planning and Development's Monitoring Handbook for more information on HUD monitoring here: *https://www.hud.gov/program_offices/administration/hudclips/handbooks/cpd/6509.2.*

The grantee must meet the applicable environmental requirements before the use or commitment of funds for each activity. After the responsible entity (1) completes an environmental review(s) pursuant to 24 CFR part 58 and receives from HUD or the State, as outlined in 24 CFR 58.18, an approved RROF and certification (as applicable), or (2) adopts another Federal agency's environmental review and receives from HUD or the State, an approved RROF and certification (as applicable), the grantee may draw down funds from the line of credit for an activity. The disbursement of CDBG–DR funds must begin no later than 180 calendar days after HUD (1) executes a grant agreement with the grantee, or (2) approves the Action Plan and financial certification and oversight of funds, whichever is later. Failure to draw funds within this timeframe may result in HUD's review of the grantee's certification of its financial controls, procurement processes, and capacity, and may result in the imposition of any corrective actions deemed appropriate by HUD pursuant to 24 CFR 570.495, 24 CFR 570.910, or 24 CFR 1003.

III. Phase Three: Implementation of Universal Notice Requirements

III.A. Policies and Procedures—Universal Notice Requirements

III.A.1. *Development of program-specific policies and procedures.* Grantees must develop program-specific policies and procedures governing the use of funds. The Universal Notice requires each grantee to prioritize policies and procedures for its programs that address its unmet housing recovery needs. Grantees must create and finalize policies and procedures for their housing programs no later than one year from the applicability date of the AAN. Not later than eighteen months from the applicability date of the AAN, grantees must create and finalize policies and procedures governing the rest of its CDBG–DR funded programs (*e.g.,* economic revitalization, infrastructure, public service activities, and any other eligible activities the grantee will fund) that shall be subject to HUD review. If a grantee has determined that it does not have unmet housing needs in the MID areas, the grantee must create policies and procedures for its other programs and activities no later than one year from the applicability date of the AAN.

III.A.2. *Required policies and procedures for all CDBG–DR funded programs.* This section outlines the specific requirements that grantees must adhere to when developing their policies and procedures. Grantees must ensure their procedures comply with several key requirements, such as fair housing and civil rights compliance and minimizing displacement. Additionally, there are program-specific requirements that grantees must meet depending on the type of program (*e.g.,* housing programs). Beyond the requirements described below, each grantee's program-specific policies and procedures must adhere to the overarching policies and procedures they certified to (refer to *Phase Two: Financial Certification and Oversight of Funds* of the Universal Notice) including the requirement to build procedures to detect and prevent fraud, waste, and abuse; and any requirements set forth in this notice or the regulations on other cross-cutting requirements (*e.g.,* environmental reviews, Davis Bacon Act, Section 3, Lead Safe Housing, etc.). Additionally, the grantee's program-specific policies and procedures must align with the information in the Action Plan (including the grantee's proposed allocations), as amended and approved by HUD.

III.A.2.a. *Fair housing and civil rights policies and procedures.* Each program-specific policy and procedure must address the following requirements on fair housing and civil rights:

(i) a description of how the grantee's use of their CDBG–DR funds is consistent with their obligation to AFFH. For example, grantees may undertake a variety of actions consistent with the requirements to AFFH such as: (1) overcoming prior disinvestment in housing, infrastructure, and public services for protected class groups in the MID areas, especially where such groups are highly concentrated; (2) enhancing (a) the accessibility of disaster preparedness, resilience, or recovery services, including the accessibility of evacuation services and shelters for individuals with disabilities in the MID areas; (b) the provision of critical disaster-related information in accessible formats; and/or (c) the availability of integrated, accessible housing and supportive services; or (3) using CDBG–DR funds to mitigate environmental concerns and increase resilience among protected class groups to protect against the effects of extreme weather events and other natural hazards in the MID areas. Note, grantees must update these policies and procedures to remain in compliance with AFFH requirements as HUD may update its guidance and rules;

(ii) a description of how their proposed allocations to projects and activities, selection criteria, and other actions can be expected to reduce

barriers for individuals, vulnerable populations, protected classes, and other underserved communities (as applicable);

(iii) a description of how each program will enhance for individuals with disabilities in the MID areas (1) the accessibility of disaster preparedness, resilience, or recovery services, including the accessibility of evacuation services and shelters; (2) the provision of critical disaster-related information in accessible formats; and/or (3) the availability of integrated, accessible housing and supportive services;

(iv) identification of the proximity of natural and environmental hazards (*e.g.,* industrial corridors, sewage treatment facilities, waterways, EPA superfund sites, brownfields, etc.) to affected populations in the MID area, including members of protected classes, vulnerable populations, and other underserved communities; and a description of how each program will mitigate these specific environmental concerns and increase resilience among these populations in the MID area to protect against current and future hazard risks.

III.A.2.b. *Minimizing displacement and relocation policies and procedures.* Each program-specific policy and procedure must address the following requirements on minimizing displacement and relocation assistance, as appropriate:

(i) a description of how the grantee plans to minimize displacement of persons or entities, and assist any persons or entities displaced, and ensure accessibility needs of displaced persons with disabilities. Grantees must seek to minimize displacement or the adverse impacts from displacement, consistent with the requirements of section III.B.15.a. of the Universal Notice, Section 104(d) of the HCDA (42 U.S.C. 5304(d)) and implementing regulations at 24 CFR part 42, and 24 CFR 570.488 or 24 CFR 570.606, as applicable;

(ii) grantees must amend an existing Residential Anti-displacement and Relocation Assistance Plan (RARAP) or create a new RARAP specific to CDBG–DR. Grantees must meet the requirements in section III.B.15.a., related to the RARAP prior to implementing any activity with CDBG–DR grant funds, such as buyouts and other disaster recovery activities; and

(iii) grantees must also describe how they will provide relocation assistance to persons or entities displaced under the URA and its implementing regulations at 49 CFR part 24, and under an optional relocation policy under 24 CFR 570.606(d), when applicable. Grantees must also plan and budget for such relocation activities. The description will outline methods for identifying the needs of the potentially displaced persons including site visits, interviews, and orientations. It will also cover budget development variables like housing market conditions, acquisition costs, relocation payments, and professional services costs. Planning and budgeting must precede any action that will cause displacement and/or temporary relocation (including programmatic optional relocation) and should be scoped to the complexity and nature of the anticipated displacing activity including an evaluation of program resources available to carry out timely and orderly relocations.

Finally, not all eligible activities will trigger displacement (*e.g.,* planning). In such cases, the grantee should include in its policies and procedures an explanation that minimizing displacement is not applicable because displacement will not occur.

III.A.2.c. *Mitigation policies and procedures.* Each program-specific policy and procedure must address the following requirements on mitigation and resilience:

(i) how mitigation measures and strategies to reduce natural hazard risks will be integrated into the construction, reconstruction, or rehabilitation of residential or non-residential buildings;

(ii) how CDBG–DR investments will be designed and constructed to withstand chronic stresses and extreme events related to a changing climate by identifying and implementing resilience performance measures in DRGR.

III.A.2.d. *Timeliness policies and procedures.* As part of the development of a grantee's program-specific policies and procedures, each grantee must also develop projected expenditures and outcomes. The projections must be based on each quarter's expected performance—beginning with the first quarter funds are available to the grantee and continuing each quarter until all funds are expended. The grantee must include in its policies and procedures how it will monitor its expenditures and outcomes against the projections. The grantee must upload these projections into DRGR and then post this information on its public website as required by section III.B.8.

III.A.3. *Required policies and procedures for housing programs.*

In addition to the requirements in III.A.2., all policies and procedures related to housing activities must also address the following requirements:

(i) a description of the process the grantee will use to provide exceptions to the maximum amount of assistance on a case-by-case basis. At a minimum, the grantee's policies and procedures must communicate how it will analyze the circumstances under which an exception is needed and how it will demonstrate that the amount of assistance is necessary and reasonable;

(ii) a description of how its program will align and build upon any funding received from HUD's Rapid Unsheltered Survivor Housing (RUSH) program, as applicable;

(iii) a description of the building standards and codes to be used by construction contractors performing work in the jurisdiction and the mechanisms to be used by the grantee to assist beneficiaries in responding to contractor fraud, poor quality work, and associated issues. Grantee policies and procedures must require a warranty period post-construction with a formal notification to beneficiaries on a periodic basis (*e.g.,* one year and one month before expiration date of the warranty);

(iv) a description of the grantee's affordability standards, including "affordable rents," the enforcement mechanisms, and applicable timeframes, that will apply to the new construction of affordable rental housing of five or more units, as required in section III.D.5.d;

(v) a description of how the grantee will use social media platforms to alert its residents when its applications for housing activities are open and when it is holding public hearings on CDBG–DR plans or projects;

(vi) a description of the grantee's process for accepting alternative methods for documenting ownership. Grantees may include the following documentation as acceptable: deed, title, mortgage documentation, tax receipts or bills, home insurance, home purchase contracts, will or affidavit or heirship naming them as heir, receipts of major repairs completed prior to the disaster, court documents, letter from a manufactured housing community owner or public official, self-certification, or utility bills; and

(vii) a description of the basic DOB framework for housing activities. Grantee policies and procedures must follow the process outlined in Appendix C in the Universal Notice and include how the grantee will carry out the following steps for each beneficiary: (1) assess applicant's total need; (2) identify total assistance; (3) exclude non-duplicative amounts; (4) exclude funds for a different purpose; (5) exclude funds for the same purpose, different allowable use; (6) identify a final DOB amount (if any) and calculate the CDBG–DR award; and (7) reassess

unmet need when necessary. Grantees must include the requirement to have beneficiaries sign an agreement to repay any assistance later received for the same purpose as the CDBG–DR funds (*e.g.*, a subrogation agreement) and include any other required steps listed in Appendix C.

A grantee that will be coordinating with a HUD-approved Housing Counseling Agency [14] would include what information and services it will make available to both renters and homeowners.

III.A.4. *Required policies and procedures for infrastructure programs.* In addition to the requirements in section III.A.2., all policies and procedures related to infrastructure activities must also address the following requirements:

(i) how the grantee will address the construction or rehabilitation of disaster-related systems (*e.g.*, storm water management systems) or other disaster-related community-based mitigation systems (*e.g.*, using FEMA's community lifelines). State grantees carrying out infrastructure activities must work with local governments and Indian Tribes in the MID areas to identify the unmet needs and associated costs of disaster-related infrastructure improvements;

(ii) how the grantee will plan for the long-term operation and maintenance of infrastructure and public facility projects funded by CDBG–DR, as maintenance and repair of public facilities and improvements is generally ineligible. Grantees must plan for the long-term sustainability of these projects, including who will pay these costs and who will operate and maintain the projects once they are complete;

(iii) the extent to which CDBG–DR funded infrastructure activities will achieve objectives outlined in regionally or locally established plans and policies that are designed to reduce future risk to the jurisdiction;

(iv) how the grantee will align infrastructure investments with other planned Federal, State, or local capital improvements and infrastructure development efforts, and will work to foster the potential for additional infrastructure funding from multiple sources, including State and local capital improvement projects and private investment;

(v) how the grantee will prioritize infrastructure within historically underserved communities that lacked adequate investments in housing, transportation, water, and wastewater infrastructure prior to the disaster; and

(vi) a description of the basic DOB framework for infrastructure activities. Grantee policies and procedures must follow the process outlined in Appendix C in the Universal Notice and include how the grantee will carry out the following steps for each entity (*e.g.*, local government) assisted: (1) assess applicant's total need; (2) identify total assistance; (3) exclude non-duplicative amounts; (4) exclude funds for a different purpose; (5) exclude funds for the same purpose, different allowable use; (6) identify a final DOB amount (if any) and calculate the CDBG–DR award; and (7) reassess unmet need when necessary. In its policies and procedures, the grantee must include how it will identify whether any local or State funds are available for these types of activities. And if local or State funds were previously designated or planned for the activity, but are no longer available, the grantee must describe how it will document that the local government recipient does not have funds set aside for the activity in any capital improvement plan (or similar document showing planned use of funds). The grantee must include any other required steps listed in Appendix C.

III.A.5. *Required policies and procedures for economic revitalization programs.* In addition to the requirements in section III.A.2., all policies and procedures related to economic revitalization activities must also address the following requirements:

(i) a description of how the grantee will prioritize underserved communities that have been impacted by the disaster and that were economically distressed before the disaster, as described in section III.D.7.a. While HUD defines the minimum standard for underserved communities in section I.C.1.c., grantees must describe how they will further define areas that are considered underserved communities;

(ii) a description of how the grantee will use social media platforms to alert its residents when its applications for economic development activities are open and when it is holding public hearings on CDBG–DR plans or projects; and

(iii) a description of the basic DOB framework for economic revitalization activities. Grantee policies and procedures must follow the process outlined in Appendix C in the Universal Notice and include how the grantee will carry out the following steps for each business assisted: (1) assess applicant's total need; (2) identify total assistance; (3) exclude non-duplicative amounts; (4) exclude funds for a different purpose; (5) exclude funds for the same purpose, different allowable use; (6) identify a final DOB amount (if any) and calculate the CDBG–DR award; and (7) reassess unmet need when necessary. Grantees must include the requirement to have entities sign an agreement to repay any assistance later received for the same purpose as the CDBG–DR funds (*e.g.*, a subrogation agreement) and include any other required steps listed in Appendix C.

III.A.6. *Consultation and website requirements for program implementation policies.* To promote effective program design and public transparency, grantees must comply with the consultation and disaster recovery website requirements for program implementation policies as described in this section. Note, grantees are not expected to release all program policies and procedures at once and can develop and publish program-specific policies and procedures in phases, as programs are ready to launch. However, grantees must comply with the timelines identified in section III.A.1. of the Universal Notice for creating and finalizing program-specific policies and procedures. The grantee must also update its citizen participation plan (see section I.C.2.) to describe how it will comply with the requirements of sections III.A.6.a. and III.A.6.b.

III.A.6.a. *Consultation with citizen advisory groups.* Grantees are required to gather feedback and recommendations on key program decisions from its citizen advisory group at least annually. A citizen advisory group is a body composed of individuals from a community who volunteer or are appointed to provide input, advice, and recommendations on various issues and policies affecting their community. These groups typically serve as a bridge between the general public and decision-makers, offering insights, perspectives, and expertise to help inform and shape decisions that impact the community's well-being and development. A citizen advisory group will look different in each community because each community is unique. Generally, the individuals who volunteer or are appointed should represent the demographics of the community it is supporting. For example, a citizen advisory group in a community that is predominantly renters should include individuals who are renters. A citizen advisory group in a community that has a large share of a specific racial or ethnic minority group should include

[14] View additional information to locate a HUD-approved Housing Counseling Agency here: *https://apps.hud.gov/offices/hsg/sfh/hcc/hcs.cfm?weblistaction=summary.*

members of that specific racial or ethnic minority group. Each grantee can determine the cadence of meetings and how the group will provide feedback to the grantee. As an example, a citizen advisory group may review program-specific policies and procedures to determine if programs are adequately reaching and assisting intended beneficiaries and are achieving intended program outcomes. The grantee must describe the process it will follow for the citizen advisory group in its citizen participation plan.

III.A.6.b. *Publication of program-specific policies and procedures.* Grantees must prominently post final program-specific policies and procedures on their official disaster recovery website within the timeline identified in section III.A.1. of the Universal Notice. In addition, these program-specific policies and procedures must be available to the public on the website before the grantee formally begins accepting applications for that program. Grantees must also comply with the general website requirements of section III.B.8. of the Universal Notice.

III.A.7. *HUD program-specific policies and procedures review process.* Within two years from the applicability date of the AAN, HUD will review the grantee's program-specific policies and procedures, either onsite or through remote monitoring, for compliance with the requirements in section III. If a grantee's program-specific policies and procedures are not in compliance with the requirements of the Universal Notice, HUD may undertake corrective and remedial actions as described in section III.F.2.a. HUD will continue to monitor the grantee's program-specific policies and procedures during the normal course of business (*i.e.,* CPD's Monitoring Handbook and applicable CPD Notice Implementing Risk Analyses for CPD programs).

III.B. Grant Administration

III.B.1. *Overall benefit.* Consistent with the HCDA, 24 CFR 570.484 and 24 CFR 570.200(a)(3), the Universal Notice requires grantees to comply with the overall benefit requirement that 70 percent of funds be used for activities that benefit LMI persons. For purposes of a CDBG–DR grant, HUD is establishing an alternative requirement that the overall benefit test shall apply only to the grant of CDBG–DR funds described in the AAN and related program income.

A grantee may request a waiver of the overall benefit requirement to reduce the LMI benefit requirement below 70 percent of the total grant. To request a waiver, the grantee must submit a substantial amendment, and provide a justification that, at a minimum: (a) identifies the planned activities that meet the needs of its LMI population; (b) describes proposed activities and programs that will be affected by the alternative requirement, including their proposed location(s) and role(s) in the grantee's long-term disaster recovery plan; (c) describes how the activities/programs identified in (b) prevent the grantee from meeting the 70 percent requirement; (d) demonstrates that LMI persons' disaster-related needs have been sufficiently met and that the needs of non-LMI persons or areas are disproportionately greater, and that the jurisdiction lacks other resources to serve non-LMI persons; and (e) demonstrates a compelling need for HUD to lower the percentage of the grant that must benefit LMI persons.

III.B.1.a. *Use of the "upper quartile" or "exception criteria."* The LMA benefit requirement is modified when communities have few, if any, areas within their jurisdiction that have 51 percent or more LMI residents. In such a community, activities must serve an area that contains a percentage of LMI residents that is within the upper quartile of all census-block groups within its jurisdiction in terms of the degree of concentration of LMI residents. HUD determines the lowest proportion a grantee may use to qualify an area for this purpose and advises the grantee, accordingly. The "exception criteria" (*i.e.,* upper quartile) applies to CDBG–DR funded activities in entitlement communities covered by such criteria, including entitlement communities that receive disaster recovery funds from a State. Each year, HUD publishes the most recent data here: *https://www.hudexchange.info/programs/acs-low-mod-summary-data/acs-low-mod-summary-data-exception-grantees/.*

III.B.1.b. *Clarification of the use of "uncapped" income limits.* The Quality Housing and Work Responsibility Act of 1998 (Title V of Pub. L. 105–276) enacted a provision that directs the Department to grant exceptions to at least 10 jurisdictions that are currently "capped' under HUD's low and moderate-income limits. Under this exception, several CDBG entitlement grantees may use "uncapped" income limits that reflect 80 percent of the actual median income for the area. Each year, HUD publishes guidance on its website identifying which grantees may use uncapped limits: *https://www.huduser.gov/portal/datasets/cdbg-income-limits.html.*

Accordingly, HUD clarifies that the annual uncapped income limits published by HUD apply to CDBG–DR funded activities in jurisdictions covered by the uncapped limits, including jurisdictions that receive disaster recovery funds from a State CDBG–DR grantee.

III.B.2. *Use of the urgent need national objective.* Because HUD provides CDBG–DR funds only to grantees with documented disaster-related impacts and each grantee is limited to spending funds only for the benefit of areas that received a Presidential disaster declaration, the Secretary finds good cause to waive the urgent need national objective criteria in section 104(b)(3) of the HCDA (42 U.S.C. 5304(b)(3)) and to establish the following alternative requirement for any CDBG–DR grantee using the urgent need national objective for a period of 36 months after the applicability date of the grantee's AAN.

Pursuant to this alternative requirement, grantees that use the urgent need national objective must address the following three criteria in their Action Plan: (i) describe in the unmet needs assessment why specific needs have a particular urgency, including how the existing conditions pose a serious and immediate threat to the health or welfare of the community; (ii) identify each program or activity that will use the urgent need national objective—either through its initial submission or through a substantial amendment to the Action Plan submitted by the grantee within 36 months of the applicability date of the grantee's initial AAN; and (iii) document how each program and/or activity funded under the urgent need national objective responds to the urgency, type, scale, and location of the disaster-related impact as described in the grantee's unmet needs assessment.

This alternative urgent need national objective is in effect for a period of 36 months following the applicability date of the grantee's initial AAN. After 36 months, the grantee will be required to follow the criteria established in section 104(b)(3) of the HCDA (42 U.S.C. 5304(b)(3)) and its implementing regulations in 24 CFR part 570 when using the urgent need national objective for any new programs and/or activities added to an action plan.

III.B.3. *Administration cap.* Historically, the appropriations acts authorize up to five percent of the grant (plus five percent of program income generated by the grant) to be used for administrative costs (*i.e.,* program administrative costs) by the grantee or its subrecipients. The Secretary does not

have the authority to waive or specify an alternative requirement to increase the grant administration cap. Thus, the total of all costs classified as administrative for a CDBG–DR grant must be less than or equal to the five percent cap (plus five percent of program income generated by the grant). The cap for administrative costs is subject to the combined technical assistance and administrative cap for State grantees as discussed in section III.C.1. For example, administrative activities include the grantee's overall grant management, internal auditor activities, and DRGR recordkeeping.[15]

III.B.3.a. *Use of funds for administrative costs across multiple grants.* The appropriations acts may authorize special treatment of grant administrative funds. Grantees receiving funds under the Universal Notice, and that have received CDBG–DR or CDBG–MIT grants in the past or in any future acts, may use eligible administrative funds (up to five percent of each grant award plus up to five percent of program income generated by the grant) appropriated by these acts for the cost of administering any CDBG–DR or CDBG–MIT grant without regard to the particular disaster appropriation from which such funds originated. If the grantee chooses to exercise this authority, the grantee must (i) have appropriate financial controls to comply with the requirement that the amount of grant administration expenditures for each CDBG–DR or CDBG–MIT grant will not exceed five percent of the total grant award for each grant (plus five percent of program income generated by the grant); (ii) review and modify its financial management policies and procedures regarding the tracking and accounting of administration costs, as necessary; and (iii) address the adoption of this treatment of administrative costs in the applicable portions of its Financial Management and Grant Compliance submissions as referenced in section II.A. Grantees are reminded that all uses of funds for program administrative activities must qualify as an eligible administration cost.

III.B.4. *Planning cap.* Both State and local government grantees are limited to spending a maximum of 15 percent of their total grant amount on planning costs. Planning costs subject to the 15 percent cap are those defined in 42 U.S.C. 5305(a)(12) and more broadly in 24 CFR 570.205. For example, planning activities can include grantees conducting feasibility studies, marketing studies, local mitigation plans, and long-term disaster recovery plans.[16]

III.B.5. *Public service cap.* Both State and local government grantees are limited to spending a maximum of 15 percent of their total grant amount on public services. Public service costs subject to the 15 percent cap are those defined in 42 U.S.C. 5305(a)(8) and more broadly in 24 CFR 570.201(e). For example, public service activities can include mental health services and counseling, and legal services for disaster impacted individuals. The Universal Notice identifies specific activities in III.D. that are exempt from this cap with the waiver and alternate requirements established for each activity.

III.B.6. *Consolidated Plan.* The requirements for consistency with the consolidated plan in Section 106 of the Cranston-Gonzalez National Affordable Housing Act (42 U.S.C. 12706), and regulations at 24 CFR 91.225(a)(5), and 24 CFR 91.325(a)(5)) are temporarily waived because the effects of a major disaster alter a grantee's priorities for meeting housing, employment, and infrastructure needs. In conjunction, 42 U.S.C. 5304(e) is also waived, to the extent that it would require HUD to annually review grantee performance under the consistency criteria. These waivers apply only for 24 months after the applicability date of the grantee's AAN. If the grantee is not scheduled to submit a new three-to five-year consolidated plan within the next two years, the grantee must update its existing three-to five-year consolidated plan to reflect disaster-related needs no later than 24 months after the applicability date of the grantee's AAN.

III.B.7. *Procurement.* To have a proficient procurement process, the grantee must submit the policies and procedures to HUD as required by section II.A.1.b.; and post the required documentation to the official website as described in section III.B.8. below. Additionally, the grantee must include the following alternative requirements in this section in its submitted procurement policies and procedures, as appropriate.

III.B.7.a. *Procurement alternative requirements.* HUD is establishing an additional alternative requirement for all procurement actions to provide goods and services, as follows:

1. The grantee (or procuring entity) is required to clearly state the period of performance or date of completion in all contracts;

2. The grantee (or procuring entity) must incorporate performance requirements and liquidated damages into each procured contract. Contracts that describe work performed by general management consulting services need not adhere to the requirement on liquidated damages but must incorporate performance requirements; and

3. The grantee (or procuring entity) may contract for administrative support, in compliance with 2 CFR 200.459, but may not delegate or contract to any other party any inherently governmental responsibilities related to oversight of the grant, including policy development, fair housing and civil rights compliance, and financial management.

III.B.7.b. *Procurement when using CDBG–DR as non-Federal match.* When using CDBG–DR grant funds as the non-Federal match as explained in section III.D.6.d., grantees can adopt the procurement policies and procedures that satisfy the other Federal agency's requirements to promote consistency and seamlessly leverage their funding, so long as they meet other cross-cutting requirements that apply to the CDBG–DR funds (*e.g.,* Section 3 requirements, Davis Bacon Act, etc.). Grantees must identify which procurement policies and procedures will apply and keep any decision document in its files. For example, CDBG–DR grants to local governments are subject to the same procurement requirements that apply to procurements by local governments using FEMA Public Assistance (PA) funds. State CDBG–DR grantees (and other CDBG–DR grantees subject to State CDBG rules under a waiver and alternative requirement) should consider including a provision in their procurement requirements that adopts FEMA procurement requirements for activities that will be used to satisfy the non-Federal match. This will eliminate confusion about which procurement rules apply.

Additionally, when CDBG–DR funds are used as the non-Federal match in another Federal program, grantees are not required to comply with the alternative requirements in section III.B.7.a. above.

III.B.8. *Public disaster recovery website.* The grantee must maintain a public website that permits individuals and entities awaiting assistance and the general public to see how all grant funds

[15] View HUD's guidance on allocating costs between program administrative costs, activity delivery costs, and planning costs for CDBG–DR Grantees published in CPD Notice 23–06 here: *https://www.hud.gov/sites/dfiles/OA/images/2023-06cpdn.pdf.*

[16] View HUD's guidance on allocating costs between program administrative costs, activity delivery costs, and planning costs for CDBG–DR Grantees published in CPD Notice 23–06 here: *https://www.hud.gov/sites/dfiles/OA/images/2023-06cpdn.pdf.*

are used and administered. The public website must be accessible to persons with disabilities and individuals with LEP in compliance with Section 504, Title II of the ADA,[17] Title VI, and Executive Order 13166.

III.B.8.a. *Publication and accessibility of required documents.* The website must include copies of all relevant procurement documents and, except as noted in the next paragraph, all grantee administrative contracts, details of ongoing procurement processes, and action plans and amendments. To meet this requirement, each grantee must make the following items available on its website: the Admin Action Plan (if applicable) and the Action Plan (including all amendments); each performance report (as created using the DRGR system); citizen participation plan; procurement policies and procedures; program-specific policies and procedures including a projection of expenditures and outcomes (III.A.6.b.); all contracts, as defined in 2 CFR 200.22, that will be paid with CDBG–DR funds (including, but not limited to, subrecipients' contracts); and a summary including the description and status of services or goods currently being procured by the grantee or the subrecipient (*e.g.,* phase of the procurement, requirements for proposals, etc.). Contracts and procurement actions that do not exceed the micro-purchase threshold, as defined in 2 CFR 200.1, are not required to be posted to a grantee's website.

The grantee must make the required documents available on the grantee's website in a form accessible to persons with disabilities and those with LEP.[18] Grantees must take reasonable steps to ensure meaningful access to their programs and activities by LEP persons, members of protected classes, vulnerable populations, and individuals from other underserved communities, and address any possible digital inequities and related barriers. In their citizen participation plan, State and local government grantees shall describe their procedures for assessing their language needs and identify any need for translation of notices and other vital documents. At a minimum, the citizen participation plan shall require that the grantee take reasonable steps to provide language assistance to ensure meaningful access to participation by non-English-speaking residents of the grantee's jurisdiction.

III.B.9. *Application status.* The grantee must provide multiple methods of communication, such as websites, dashboards, social media, toll-free numbers, TTY and relay services, email address, fax number, or other means to provide applicants for recovery assistance with timely information to determine the status of their application and when the application period begins. While grantees must identify multiple methods, one of the methods identified must be to include this information on the grantee's disaster recovery website. This must include specific information on application status, including what quarter the grantee projects it will open application intake for each program, and then on a monthly basis, the grantee must include information on which specific applications are under review, any other relevant status update determined by the grantee, and which applications are approved/disapproved. Grantees must use unique application number identifiers to ensure personally identifiable information (PII) is protected. Grantees must also describe how they will use social media in their policies and procedures to announce when applications are open as required by sections III.A.3. and III.A.5. HUD strongly encourages grantees to consider how their application process can be inclusive of persons who are home-bound or unable to move freely.

III.B.10. *Environmental requirements.*

III.B.10.a. *Process for environmental release of funds when a State carries out activities directly.* For CDBG–DR grants, HUD allows State grantees to carry out activities directly and to distribute funds to subrecipients. Per 24 CFR 58.4(b)(1), when a State carries out activities directly (including through subrecipients that are not local governments), the State must submit the RROF and Certification to HUD for approval.

III.B.10.b. *Responsibilities of States assuming HUD environmental responsibilities.* When a State grantee distributes funds to subrecipients that have Responsible Entity authority under 24 CFR part 58 (*i.e.,* units of general local government), the State must exercise HUD's responsibilities in accordance with 24 CFR 58.18. In its policies and procedures, a State must designate the agency or agencies that will be responsible for carrying out the requirements and administrative responsibilities set forth in 24 CFR part 58, subpart H. The designated State agency must develop a monitoring and enforcement program for post-review actions on environmental reviews and monitor compliance with any environmental conditions included in the award.

III.B.10.c. *Adoption of another Federal agency's environmental review.* Recipients of CDBG–DR funds that supplement other Federal assistance may adopt, without review or public comment, any environmental review, approval, or permit performed by a Federal agency, so long as the actions covered by the existing environmental review, approval, or permit and the actions proposed for the CDBG–DR supplemental funds are substantially the same. Such adoption shall satisfy the responsibilities of the recipient with respect to such environmental review, approval, or permit.

Projects originally funded by another agency that are later supplemented with CDBG–DR do not have to supplement the other agency's environmental review with any HUD environmental requirements that differ from the originating agency (*e.g.,* Federal Flood Risk Management Standard (FFRMS) floodplain and elevation, noise, etc.). However, if the activity is modified so the other agency's environmental review no longer covers the activity, the grantee is required to reevaluate and supplement the other agency's environmental review to comply with all applicable HUD environmental regulations in 24 CFR part58. The grantee's environmental review obligations are considered complete when adopting another agency's environmental review as outlined in this section. To be adequate:

1. The grantee must obtain a completed electronic or paper copy of the Federal agency's review and retain a copy of the full file in its environmental review record.

2. The grantee must review the scope of work completed by the Federal agency's review and verify that the scope of work is substantially the same with a memo to file in its environmental review record.

3. The grantee must notify HUD on the RROF (HUD-Form 7015.15) (or the State, if the State is acting as HUD under 24 CFR 58.18) that another agency review is being used. The grantee must include the name of the other Federal agency, the name of the project, and the date of the project's review as prepared by the other Federal agency.

When permitted by the applicable appropriations acts, and notwithstanding 42 U.S.C. 5304(g)(2), the Secretary or a State may, upon receipt of a RROF and Certification, immediately approve the release of funds for an activity or project assisted with CDBG–DR funds if the recipient

[17] *Note:* the technical standards of Section 508 provide a practical benchmark when seeking to comply with nondiscrimination and effective communication obligations under Section 504 and the ADA.

[18] View HUD's guidance on LEP for more information on vital documents here: *https://www.lep.gov/guidance/HUD_guidance_Jan07.pdf.*

has adopted an environmental review, approval, or permit under this section, or if the activity or project is categorically excluded from review under the National Environmental Policy Act of 1969 (42 U.S.C. 4321 *et seq.*) (NEPA).

III.B.10.d. *Historic preservation reviews.* The responsible entity must comply with section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. 306108). Early coordination under section 106 is important to the recovery process and required by 24 CFR 58.5(a).

III.B.10.e. *Tiered environmental reviews.* Tiering, as described at 40 CFR 1508.1(oo), 40 CFR 1501.11, and 24 CFR 58.15, is a means of making the environmental review process more efficient by allowing parties to "eliminate repetitive discussions of the same issues, focus on the actual issues ripe for decision, and exclude from consideration issues already decided" (40 CFR 1501.11(b)). Tiering is appropriate when a responsible entity is evaluating a single-family housing program with similar activities within a defined local geographic area and timeframe (*e.g.,* rehabilitating single-family homes within a city district or county over the course of one to five years) but where the specific sites and activities are not yet known. Public notice and the RROF are processed at a broad level, eliminating the need for publication at the site-specific level. However, funds cannot be spent or committed on a specific site or activity until both the broad level and the site-specific review have been completed and approved.

III.B.10.f. *FFRMS floodplain and elevation.* HUD published the FFRMS Final Rule on April 23, 2024, the rule became effective on May 23, 2024, and the compliance date for CDBG–DR funds was on June 24, 2024.[19] CDBG–DR grantees must update their construction standards and any related policies and procedures to comply with the requirements outlined in the FFRMS final rule. While this section in the notice summarizes the new rule, grantees should reference the new requirements in Part 55 to ensure compliance.

The floodplain area is determined by the FFRMS based on available data in the project area and whether the project scope contains a Critical Action (as defined in 24 CFR 55.2(b)(3)). Residential buildings (as defined in 44 CFR 59.1) and nonresidential buildings (as defined in 44 CFR 59.1) that are located in the floodplain and receive assistance for new construction, reconstruction, rehabilitation of substantial damage, or rehabilitation that results in substantial improvement, must be elevated to those floodplain standards. HUD requires grantees to follow a three-tiered data standard to determine the FFRMS floodplain, as follows:

- *Non-critical Actions:* (1) use the climate-informed science approach (CISA), if available and actionable and formally adopted by HUD; (2) if CISA is not available, then use the 0.2-percent-annual-chance-floodplain (500-year floodplain), determined by FEMA; or (3) if neither of these options are available, then use the freeboard value approach (FVA) by adding two feet to the base flood elevation (BFE).
- *Critical Actions:* (1) use the CISA, if available and actionable and formally adopted by HUD; (2) if CISA is not available, then use the 500-year floodplain or the FVA by adding three feet to the BFE, whichever results in the larger floodplain and higher elevation; or (3) if the 500-year floodplain is not available, then use the FVA by adding three feet to the BFE.

For residential buildings undergoing new construction or substantial improvement located in the FFRMS floodplain, the lowest floor (or FEMA-approved equivalent) must be designed using the elevation of the FFRMS floodplain as the baseline standard for elevation (except where higher elevations are required by Tribal, State, or locally adopted code or standards, in which case those higher elevations apply). Residential buildings (including multi-family) that have no dwelling units below the FFRMS floodplain that are not critical actions, and nonresidential buildings, undergoing new construction or substantial improvement shall be designed, either with the lowest floor (including basement) elevated to or above the elevation of the FFRMS floodplain or with the structure floodproofed at least up to the elevation of the FFRMS floodplain (using floodproofing standards as outlined in FEMA regulations found in 44 CFR 60.3(c)(3)(ii) and (c)(4)(i), or successor standard.

In addition to the requirements described in the FFRMS final rule, grantees must comply with (1) all applicable environmental review requirements found in 24 CFR part 55; and (2) all applicable State, local, and Tribal codes and standards for floodplain management, including elevation, setbacks, and cumulative substantial damage requirements. Grantees should note that structures that are elevated must meet Federal accessibility standards.

III.B.11. *Flood insurance requirements.* Grantees, recipients, and subrecipients must implement procedures and mechanisms to ensure that assisted property owners comply with all flood insurance requirements, including the purchase and notification requirements described below, before providing assistance. Grantees are encouraged to work with State insurance regulators and industry to assess availability and affordability of insurance.

III.B.11.a. *Flood insurance purchase requirements.* When grantees use CDBG–DR funds to rehabilitate or reconstruct existing residential buildings in a Special Flood Hazard Area (SFHA), the grantee must comply with applicable Federal, State, local, and Tribal laws and regulations related to both flood insurance and floodplain management. SFHA is defined by FEMA as the area that will be inundated by the flood event having a one-percent chance of being equaled or exceeded in any given year. The one-percent annual chance flood is also referred to as the base flood or 100-year flood. The grantee must comply with section 102(a) of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4012a) which mandates the purchase of flood insurance protection for any property receiving HUD assistance for acquisition or construction (including rehabilitation) within a Special Flood Hazard Area and with 24 CFR 58.6(a)(2), which requires that flood insurance under the National Flood Insurance Program be obtained. Therefore, a HUD-assisted homeowner for a property located in a Special Flood Hazard Area must obtain and maintain flood insurance in the amount and duration prescribed by FEMA's National Flood Insurance Program.

III.B.11.b. *Federal assistance to owners remaining in a floodplain.*

III.B.11.b.(i) *Prohibition on flood disaster assistance for failure to obtain and maintain flood insurance.* Grantees must comply with section 582 of the National Flood Insurance Reform Act of 1994, as amended, (42 U.S.C. 5154a), which prohibits flood disaster assistance in certain circumstances. No Federal disaster relief assistance made available in a flood disaster area may be used to make a payment (including any loan assistance payment) to a person for "repair, replacement, or restoration" for damage to any personal, residential, or commercial property if that person at any time has received Federal flood

[19] Visit HUD's Office of Environment and Energy's website for additional information on FFRMS here: *https://www.hud.gov/program_offices/comm_planning/environment_energy/ffrms.*

disaster assistance that was (1) conditioned on the person first having obtained flood insurance under applicable Federal law, and (2) the person has subsequently failed to obtain and maintain flood insurance as required on such property.

The grantee must implement a process to verify and monitor for compliance with section 582 and the requirement to obtain and maintain flood insurance.

III.B.11.b.(ii) *Prohibition on flood disaster assistance for households above 120 percent of AMI for failure to obtain flood insurance.* When a homeowner located in the floodplain allows their flood insurance policy to lapse, it is assumed that the homeowner is unable to afford insurance and/or is accepting responsibility for future flood damage to the home. Higher income homeowners who reside in a floodplain, but who failed to secure or decided to not maintain their flood insurance, should not be assisted at the expense of lower income households. To ensure that adequate recovery resources are available to assist lower income homeowners who reside in a floodplain but who are unlikely to be able to afford flood insurance, the Secretary finds good cause to establish an alternative requirement.

The alternative requirement to 42 U.S.C. 5305(a)(4) is as follows: Grantees receiving CDBG–DR funds are prohibited from providing CDBG–DR assistance for the rehabilitation/reconstruction of a house, if (1) the combined household income is greater than either 120 percent of AMI or the national median, (2) the property was located in a SFHA at the time of the disaster, and (3) the property owner did not obtain or maintain flood insurance on the damaged property, even when the property owner was not required to obtain and maintain such insurance.

III.B.11.b.(iii) *Responsibility to inform property owners to obtain and maintain flood insurance.* Section 582 of the National Flood Insurance Reform Act of 1994, as amended, (42 U.S.C. 5154a) is a statutory requirement that property owners receiving disaster assistance that triggers the flood insurance purchase requirement have a statutory responsibility to notify any transferee of the requirement to obtain and maintain flood insurance and to maintain such written notification in the documents evidencing the transfer of the property, and that the transferring owner may be liable if he or she fails to do so. A grantee or subrecipient receiving CDBG–DR funds must notify property owners of their responsibilities under section 582.

III.B.12. *Program income.* For State or local government grantees, HUD is waiving all applicable program income rules at 42 U.S.C. 5304(j), 24 CFR 570.489(e) and (f), 24 CFR 570.500, 24 CFR 570.504, and 24 CFR 570.509(a)(4) and providing the alternative requirement described below.[20] Program income earned by Indian Tribes that are subrecipients of State or local government grantees will be subject to the program income requirements for subrecipients of those grantees.

III.B.12.a. *Definition of program income.* "Program income" is defined as gross income generated from the use of CDBG–DR funds, except as provided in III.B.12.b. below, and received by State or local government grantees, including subrecipients. When program income is generated by an activity that is only partially assisted with CDBG–DR funds, the income shall be prorated to reflect the percentage of CDBG–DR funds used (*e.g.,* a single loan supported by CDBG–DR funds and other funds, or a single parcel of land purchased with CDBG–DR funds and other funds). If CDBG funds are used with CDBG–DR funds on an activity, any income earned on the CDBG portion would not be subject to the waiver and alternative requirement in the Universal Notice.

Program income includes, but is not limited to, the following:

(i) Proceeds from the disposition by sale or long-term lease of real property purchased or improved with CDBG–DR funds.

(ii) Proceeds from the disposition of equipment purchased with CDBG–DR funds.

(iii) Gross income from the use or rental of real or personal property acquired by State or unit of general local government grantees, including subrecipients, with CDBG–DR funds less costs incidental to generation of the income.

(iv) Gross income from the use or rental of real property owned by State or local government grantees, including subrecipient, that was constructed or improved with CDBG–DR funds, less costs incidental to generation of the income.

(v) Payments of principal and interest on loans made using CDBG–DR funds, including interest paid by borrowers on loans made from a revolving fund, as defined in section III.B.13.

(vi) Proceeds from the sale of loans made with CDBG–DR funds.

(vii) Proceeds from the sale of obligations secured by loans made with CDBG–DR funds.

(viii) Interest earned on program income pending disposition of the income, including interest earned on funds held in a revolving fund, as defined in section III.B.13.

(ix) Interest earned on lump sum drawdowns for financing of property rehabilitation activities as described in 24 CFR 570.513;

(x) Funds collected through special assessments made against non-residential properties and properties owned and occupied by non-LMI households, where the special assessments are used to recover all or part of the CDBG–DR portion of a public improvement.

(xi) Gross income paid to a State or local government grantees, including subrecipients, from the ownership interest in a for-profit entity in which the income is in return for the provision of CDBG–DR assistance.

(xii) Any income received by State or local government grantees related to the CDBG–DR grant after closeout, including income received by subrecipients after closeout (see section II.D.12.e.).

III.B.12.b. *Program income—does not include.* Program income does not include the following:

(i) The total amount of funds that is less than $35,000 received over the life of the grant and retained by State or local government grantees, including subrecipients. Once a grantee, including subrecipients, meets or exceeds the $35,000 threshold, only funds over the threshold are considered program income and are subject to the requirements of the Universal Notice.

(ii) Amounts generated by activities eligible under section 105(a)(15) of the HCDA (42 U.S.C. 5305(a)(15) and carried out by an entity under the authority of section 105(a)(15) of the HCDA.

(iii) Income (except for interest described in 24 CFR 570.513) earned on grant advances from the U.S. Treasury; this income must be remitted to HUD for transmittal to the U.S. Treasury.

III.B.12.c. *Recording program income.* For State or local government grantees, including their subrecipients, the receipt and expenditure of program income shall be recorded using both DRGR and internal financial records as part of the financial transactions of the CDBG–DR grant.

III.B.12.d. *Retention of program income.* State grantees may permit local governments that receive or will receive program income to retain the program income but are not required to do so.

[20] View HUD's instructions and templates on how to handle CDBG–DR program income here: *https://www.hud.gov/program_offices/comm_planning/cdbg-dr/program_income.*

Additionally, State or local government grantees may permit subrecipients that receive or will receive program income to retain the program income but are not required to do so. In all cases, program income retained by local governments or subrecipients is treated as additional CDBG–DR funds subject to the requirements of the Universal Notice.

The written agreement between the grantee and the subrecipient, shall specify whether program income received is to be returned to the grantee or retained by the subrecipient. When program income is to be retained by the subrecipient, the agreement shall specify the activities that will be undertaken with program income and that all provisions of the written agreement shall apply to the specified activities. When the subrecipient retains program income, transfers of grant funds by the grantee to the subrecipient shall be adjusted according to the disbursement principles described in section III.B.12.e. Any program income on hand when the agreement expires, or received after the agreement's expiration, shall be paid to the grantee.

III.B.12.e. *Program income—use, close out, and transfer.* Program income received (and retained, if applicable) before or after closeout of the grant that generated the program income, and used to continue disaster recovery activities, is treated as additional CDBG–DR funds subject to the requirements of the Universal Notice and must be used in accordance with the grantee's Action Plan for disaster recovery. Grantees must substantially disburse program income before making additional withdrawals from the United States Treasury, except as provided in section III.B.13. State grantees may meet this requirement by carrying out activities directly or by distributing program income to local governments in accordance with the State's approved method of distribution, as provided in section I.C.1.f. Local government grantees may meet this requirement by carrying out activities directly as provided in section I.C.1.f.

Any income received by State or local government grantees related to the CDBG–DR grant after closeout, including income received by subrecipients after closeout, shall be treated as program income and shall be subject to the requirements of the Universal Notice, unless transferred to an annual CDBG program. If transferred to an annual CDBG program, the following rules apply:

(1) Program income received by State or local government grantees before or after closeout, including program income received by subrecipients, may be transferred by the State or local government grantees to the annual CDBG program before or after closeout of the grant that generated the program income. In all cases, the grantee must first seek and then receive HUD's approval;

(2) Any program income transferred will not be subject to the waivers and alternative requirements of the Universal Notice. Rather, those funds will be subject to the applicable regular CDBG program rules. Any other transfer of program income not specifically addressed in the Universal Notice may be carried out if the grantee first seeks and then receives HUD's approval; and

(3) CDBG–DR grantees must continue to report annually in DRGR on any program income received following closeout of the grant.

III.B.13. *Revolving funds.* State or local government grantees may establish revolving funds to carry out specific, identified activities. State grantees may also establish a revolving fund to distribute funds to a local government, including subrecipients, to carry out specific identified activities. A revolving fund, for these purposes, is a separate fund (with a set of accounts that are independent of other program accounts) established to carry out specific activities. These activities must generate payments used to support similar activities going forward. These payments to the revolving fund are program income and must be substantially disbursed from the revolving fund before additional grant funds are drawn from the U.S. Treasury for payments that could be funded from the revolving fund. Such program income is not required to be used or disbursed for nonrevolving fund activities. A revolving fund established by a CDBG–DR grantee shall not be directly funded or capitalized with CDBG–DR grant funds. Given that funds in a revolving loan fund, including interest earned on funds held in the revolving loan fund as well as interest paid by borrowers on loans made from the fund, are considered program income, grantees may transfer revolving loan funds before or after closeout, pursuant to section III.B.12.e.

III.B.14. *Reimbursement of disaster recovery expenses.* A grantee may not charge such pre-award or pre-application costs to grants if the grantee cannot meet all requirements at 24 CFR part 58. Pre-award costs are defined in 2 CFR 200.458 and are allowed in instances in which the CDBG–DR grantee anticipated an allocation and incurred an eligible cost prior to the award. For all pre-award costs, compliance with 24 CFR part 58 must be completed before the start of the activity. Pre-application costs are costs incurred by an applicant to CDBG–DR funded programs on or after the incident date of the qualifying disaster but before the time of application to a grantee or subrecipient (this may be before or after the grantee signs its CDBG–DR grant agreement). For all pre-application costs, compliance with 24 CFR part 58 must be completed prior to the commitment of funds (*i.e.,* prior to the grantee or subrecipient committing to reimburse the qualifying entity for costs incurred). Under CDBG–DR appropriations acts and HUD's environmental regulations in 24 CFR part 58, the CDBG–DR "recipient" (as defined in 24 CFR 58.2(a)(5), which differs from the definition in 2 CFR part 200) is the responsible entity that assumes the responsibility for completing environmental reviews under all applicable Federal laws and authorities. The responsible entity assumes all legal liability for the application, compliance, and enforcement of these requirements.

Grantees are also required to consult with the State Historic Preservation Officer, Fish and Wildlife Service, and National Marine Fisheries Service, to obtain formal agreements for compliance with section 106 of the National Historic Preservation Act (54 U.S.C. 306108) and section 7 of the Endangered Species Act of 1973 (16 U.S.C. 1536) when designing a reimbursement program.

III.B.14.a. *Reimbursement of pre-award costs by a grantee or subrecipient.* The provisions at 24 CFR 570.200(h)(1)(i), (v), and (vi) are waived; however, the rest of the provisions at 24 CFR 570.200(h) will continue to apply to State and local governments to permit grantees to incur pre-award costs. Additionally, HUD is establishing the following alternative requirement: the provisions at 24 CFR 570.489(b) are applied to all CDBG–DR grantees to permit States and local governments to allow subrecipients to incur costs before the establishment of a formal grant relationship between the grantee and the subrecipient. Grantees may reimburse themselves or their subrecipients for otherwise allowable costs incurred on or after the incident date of the qualifying disaster, if the environmental review and all other cross-cutting requirements are met before the underlying activity (*e.g.,* rehabilitation of a government building) begins. As an alternative requirement, grantees must include any pre-award activities in their Action Plan, including eligible activities that were funded with short-term subsidized loans (*e.g.,* bridge

loans) that the grantee intends to reimburse or otherwise charge to the grant, consistent with applicable program requirements.

III.B.14.b. *Reimbursement of pre-application costs of homeowners, renters, businesses, and other qualifying entities.* Grantees are permitted to charge to grants the pre-application costs of homeowners, renters, businesses, and other qualifying entities for otherwise allowable costs incurred on or after the incident date of the qualifying disaster as identified in a grantees' applicable AAN. In addition to the terms described in the remainder of the Universal Notice, grantees may only charge costs to the grant that meet the following requirements:

- Grantees may only charge the costs incurred for disaster relief payments (see section III.D.5.h.) and rehabilitation, demolition, and reconstruction of single family, multifamily, and nonresidential buildings, including commercial properties, owned by private individuals and entities, before the owner or renter applies to a CDBG–DR grantee, recipient, or subrecipient for CDBG–DR assistance;
- For rehabilitation and reconstruction costs, grantees may only charge costs for activities completed within the same footprint of the damaged structure, sidewalk, driveway, parking lot, or other developed area;
- As required by 2 CFR 200.403(g), costs must be adequately documented; and
- Grantees must complete a DOB check before providing assistance pursuant to Appendix C.

Grantees are required to ensure that all costs charged to a CDBG–DR grant are necessary expenses related to authorized recovery purposes. Grantees may charge to CDBG–DR grants the eligible pre-application costs of individuals and private entities related to single family, multifamily, and nonresidential buildings, only if: (1) the person or private entity incurred the expenses within two years after the applicability date of the grantee's *initial* AAN for that disaster; and (2) the person or entity incurs the cost before the date on which the person or entity applies for CDBG–DR assistance. Exempt activities as defined at 24 CFR 58.34, but not including 24 CFR 58.34(a)(12), and categorical exclusions as defined at 24 CFR 58.35(b) are not subject to the time limit on pre-application costs outlined above. Actions that convert or potentially convert to exempt under 24 CFR 58.34(a)(12) remain subject to the reimbursement requirements provided herein. If a grantee cannot meet all requirements at 24 CFR part 58, the pre-application costs cannot be reimbursed with CDBG–DR.

Grantees must comply with the necessary and reasonable cost principles for State, local, and Indian Tribal governments (described at 2 CFR 200.403). Grantees must incorporate into their policies and procedures the basis for determining that the assistance provided is necessary and reasonable.

III.B.15. *URA, Section 104(d), and related CDBG program requirements.* Certain activities and projects undertaken with CDBG–DR funds are subject to the URA (49 CFR part 24), section 104(d) of the HCDA (42 U.S.C. 5304(d)), and CDBG program requirements related to displacement, relocation, acquisition, and replacement of housing (24 CFR 570.606), except as modified by these waivers and alternative requirements:

1. Process for updating existing RARAP or establishing a CDBG–DR specific RARAP (review section III.B.15.a.).
2. Optional relocation assistance policies (review section III.B.15.b.).
3. Relocation assistance requirements under Section 104(d) (review section III.B.15.c.).
4. One-for-one replacement waiver process (review section III.B.15.d.).
5. Lump-sum relocation assistance to displaced residential tenants (review section III.B.15.e.).
6. Voluntary acquisition—homebuyer primary residence purchase (review section III.B.15.f.).
7. Applicability of Section 414 of the Stafford Act for projects that begin one year after the applicable presidential disaster (review section III.B.15.g.).

The implementing regulations for the URA are at 49 CFR part 24. The regulations implementing section 104(d) are at 24 CFR part 42. The regulations for applicable CDBG program requirements are at 24 CFR 570.488 and 24 CFR 570.606. HUD is waiving and/or providing alternative requirements in this section for the purpose of providing enough flexibility while preserving minimum standards of tenant and property owner protections, and promoting the stable supply of decent, safe, and sanitary affordable housing.

III.B.15.a. *Section 104(d) RARAP.* CDBG–DR grantees must certify that they have in effect and are following a RARAP as required by section 104(d)(1) and (2) of the HCDA and 24 CFR 42.325 and covered under section III.A.2.b. In addition to the requirements in 24 CFR 42.325 and 24 CFR 570.488 or 24 CFR 570.606(c), as applicable, HUD is specifying the following alternative requirements:

Grantees who are following an existing RARAP for CDBG purposes must either: (1) amend their existing RARAP; or (2) create a separate RARAP for CDBG–DR purposes, to reflect the requirements listed in this section and applicable waivers and alternative requirements.

Grantees who do not have an existing RARAP in place because they do not manage CDBG programs must create a separate RARAP for CDBG–DR purposes.

As each grantee establishes and supports feasible and cost-effective recovery efforts to make communities more resilient against future disasters, the RARAP must describe how the grantee plans to minimize displacement of families and individuals from their homes and neighborhoods as a result of any CDBG–DR assisted activities, potentially through non-displacing disaster recovery activities (*e.g.,* housing rehabilitation programs). Across disaster recovery activities—such as buyouts and other eligible acquisition activities, where minimizing displacement is not reasonable, feasible, or cost-efficient or would not help prevent future or repetitive loss—the grantee must describe how it plans to minimize the adverse impacts of displacement.

The description shall focus on proposed disaster recovery activities that may directly or indirectly result in displacement and the assistance that would be required for those displaced. This description must also focus on relocation assistance under the URA and its implementing regulations at 49 CFR part 24, section 104(d) and its implementing regulations at 24 CFR part 42, 24 CFR 570.488, and/or 24 CFR 570.606, and relocation assistance pursuant to this section of the Universal Notice, as well as any other assistance being made available to displaced persons. The RARAP must include a description of how the grantee will plan CDBG–DR programs or projects in such a manner that recognizes the substantial challenges experienced by displaced individuals, families, businesses, farms, and nonprofit organizations and develop solutions to minimize displacement or the adverse impacts of displacement especially among vulnerable populations. Any solutions to minimize permanent displacement, such as the implementation of temporary relocations or construction in phases, are strongly encouraged. The description must be scoped to the complexity and nature of the anticipated displacing activities, including the evaluation of the grantee's available resources to carry out timely and orderly relocations in compliance

with all applicable relocation requirements.

Grantees must include in their RARAP, their plans to replace, on a one-for-one basis, all occupied and vacant occupiable low-income dwelling units that are demolished or converted with CDBG–DR funds to another use according to 24 CFR 42.325(b) and 24 CFR 49.375, unless a waiver is pursued by the grantee and granted by HUD, as described in III.B.15.d.

The RARAP, including section 104(d) one-for-one housing replacement plans and protocols (if not waived), must be included in the grantee's program-specific policies and procedures as required in III.A.2.b.(ii).

III.B.15.b. *Optional relocation.* The regulations at 24 CFR 570.606(d) are waived to the extent that they require optional relocation policies to be established at the grantee level. Unlike the regular CDBG program, States may carry out disaster recovery activities directly or through subrecipients, but 24 CFR 570.606(d) does not account for this distinction. This waiver makes clear that grantees receiving CDBG–DR funds may establish optional relocation policies or permit their subrecipients to establish separate optional relocation policies. The written policy must: be available to the public, describe the relocation assistance that the grantee or subrecipient (as applicable) has elected to provide, and provide for equal relocation assistance within each class of displaced persons according to 24 CFR 570.606(d). This waiver is intended to provide States with maximum flexibility in developing optional relocation policies for CDBG–DR funds.

III.B.15.c. *Section 104(d) relocation assistance.* The relocation assistance requirements at section 104(d)(2)(A)(iii) and 104(d)(2)(B) of the HCDA and 24 CFR 42.350, are waived. This waiver limits the types and amount of relocation assistance a section 104(d) displaced person, as defined under 24 CFR 42.305, is eligible to receive. The relocation assistance will now align with the types and amounts provided under the URA and implementing regulations at 49 CFR part 24. This waiver does not impact a person's eligibility as a displaced person under section 104(d), rather it limits the amounts and types of relocation assistance under section 104(d) to the amounts and types of assistance for displaced persons under the URA, as amended. Without this waiver, disparities exist in relocation assistance associated with activities typically funded by HUD and FEMA (*e.g.,* buyouts and relocation). Both FEMA and CDBG–DR funds are subject to the requirements of the URA; however, only CDBG–DR funds are subject to section 104(d), while FEMA funds are not. This limited waiver of the section 104(d) relocation assistance requirements ensures uniform and equitable treatment of individuals eligible to receive benefits under section 104(d) by establishing that all forms of relocation assistance provided to those individuals must comply with URA requirements.

III.B.15.d. *One-for-one replacement requirement.* All occupied and vacant occupiable lower-income dwelling units that are demolished or converted to a use other than lower-income dwelling units in connection with a CDBG–DR assisted activity must be replaced with comparable lower-income dwelling units in compliance with 24 CFR 42.375. CDBG–DR grantees must follow the requirements at 24 CFR 42.375 and HUD will follow up the publication of the Universal Notice with guidance on how to meet these requirements in communities impacted by a disaster.

A grantee may request a waiver of section 104(d) one-for-one replacement requirement and its regulations at section 104(d)(2)(A)(i) and (ii) and 104(d)(3) of the HCDA and 24 CFR 42.375. To request a waiver, a grantee must submit a good cause justification that includes a data-driven analysis that indicates that there is an adequate supply of vacant lower-income dwelling units in standard condition that will be available to meet the housing needs of LMI owners and tenants in the MID areas or surrounding communities in alignment with the requirement to affirmatively further fair housing.

III.B.15.e. *Lump sum rental assistance payments for residential tenants.* The requirements of 42 U.S.C. 3537(c) are waived to the extent necessary to permit a grantee to make lump-sum relocation rental assistance payments to displaced residential tenants. Waiving this requirement allows grantees to provide lump sum rental assistance payments to displaced residential tenants, thereby reducing grantees' administrative burden of disbursing installment payments, in addition to accelerating the availability of the rental assistance, to displaced disaster survivors.

III.B.15.f. *Voluntary acquisition—homebuyer primary residence purchase.* Grantees may implement disaster recovery program activities that provide financial assistance to eligible homebuyers to purchase and occupy residential properties as their primary residence. Such purchases are generally considered voluntary acquisitions under the URA and subject to the URA regulatory requirements at 49 CFR 24.101(b)(2). For CDBG–DR, 49 CFR 24.101(b)(2), as it may be amended, is waived to the extent that it applies to a homebuyer, who does not have the power of eminent domain, and uses CDBG–DR funds in connection with the voluntary purchase and occupancy of a home the homebuyer intends to make their primary residence. This waiver is necessary to reduce burdensome administrative requirements for homebuyers following a disaster. Tenants displaced by these voluntary acquisitions may be eligible for relocation assistance.

III.B.15.g. *Waiver of Section 414 of the Stafford Act.* Section 414 of the Stafford Act (42 U.S.C. 5181) provides that "Notwithstanding any other provision of law, no person otherwise eligible for any kind of replacement housing payment under the under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 . . . shall be denied such eligibility as a result of [their] being unable, because of a major disaster as determined by the President, to meet the occupancy requirements set by such Act." Accordingly, homeowner occupants and tenants displaced from their homes as a result of the identified disasters who would have otherwise not have been displaced as a direct result of any acquisition, rehabilitation, or demolition of real property for a federally funded program or project may become eligible for a replacement housing payment notwithstanding their inability to meet occupancy requirements prescribed in the URA. Section 414 of the Stafford Act and its implementing regulation at 49 CFR 24.403(d)(1) are waived to the extent that they would apply to real property acquisition, rehabilitation, or demolition of real property undertaken by a grantee or subrecipient for a CDBG–DR funded project commencing more than one year after the date of the latest applicable Presidentially declared disaster, provided that the project was not planned, approved, or otherwise underway before the disaster.

For purposes of this waiver, a CDBG–DR funded project shall be determined to have commenced on the earliest of: (1) the date of an approved RROF and certification; (2) the date of completion of the site-specific review when a program utilizes tiering; or (3) the date of sign-off by the approving official when a project converts to exempt under 24 CFR 58.34(a)(12).

This waiver will simplify the administration of the disaster recovery process and reduce the administrative burden associated with the implementation of Stafford Act Section 414 requirements for projects

commencing more than one year after the date of the Presidentially declared disaster considering most of such persons displaced by the disaster will have returned to their dwellings or found another place of permanent residence. Notwithstanding the flexibility provided by this waiver, grantees are encouraged to carefully assess housing needs and provide programmatic relocation assistance or other benefits to eligible homeowner occupants and tenants displaced by the disaster that may not have returned to their dwellings or found another place of permanent residence one year after the disaster.

This waiver does not apply to persons that meet the occupancy requirements to receive a replacement housing payment under the URA nor does it apply to persons displaced or relocated temporarily by other HUD-funded programs or projects. Such persons' eligibility for relocation assistance and payments under the URA is not impacted by this waiver.

III.B.16. *DOB.* CDBG–DR grants are one of multiple Federal sources that assist disaster recovery. These Federal funding sources are often made available for the same purposes to grantees and disaster survivors. For this reason, the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121–5207) (Stafford Act) and CDBG–DR appropriations acts require HUD and its grantees to coordinate with other Federal agencies that provide disaster assistance to prevent the DOB. The Stafford Act's prohibition on DOB aims to ensure that Federal assistance serves only to "supplement insurance and other forms of disaster assistance" (42 U.S.C. 5170).

CDBG–DR grantees must prevent DOB when carrying out eligible activities. A duplication occurs when a person, household, business, or other entity receives disaster assistance from multiple sources for the same recovery purpose, and the total assistance received for that purpose is more than the total need. Total assistance can include cash awards; insurance proceeds; grants and loans, including awards under local, State, or Federal programs; and assistance from private or nonprofit charity organizations. The amount of the DOB is the amount received in excess of the total need for the same purpose. When total need for eligible activities is more than total assistance for the same purpose, the difference between these amounts is an "unmet need." Grantees must limit their assistance to unmet needs for eligible activities to prevent a DOB. Additionally, when reimbursement is permitted, unmet needs can include amounts needed for reimbursement. Grantees must follow the detailed DOB requirements listed in Appendix C.

III.B.17. *Citizen complaints.* The grantee will provide a timely written response to every citizen complaint. The grantee response must be provided within 15 calendar days of the receipt of the complaint, or the grantee must document why additional time for the response was required. Complaints regarding fraud, waste, or abuse of government funds should be forwarded to the HUD OIG Fraud Hotline (phone: 1–800–347–3735 or email: *hotline@hudoig.gov*).

III.C. State Grantee Only Requirements

III.C.1. *Combined technical assistance and administrative cap (state grantees only).* The provisions of 42 U.S.C. 5306(d) and 24 CFR 570.489(a)(1)(i) and (iii), and 24 CFR 570.489(a)(2) shall not apply to the extent that they cap administration and technical assistance expenditures, limit a State's ability to charge a nominal application fee for grant applications for activities the State carries out directly, and require a dollar-for-dollar match of State funds for administrative costs exceeding $100,000. 42 U.S.C. 5306(d)(5) and (6) are waived and replaced with the alternative requirement that the aggregate total for administrative and technical assistance expenditures must not exceed five percent of the grant, plus five percent of program income generated by the grant.

III.C.2. *Planning-only activities (state grantees only).* The State CDBG Program requires that, for planning-only grants, local government grant recipients must document that the use of funds meets a national objective. In the CDBG Entitlement Program, these more general planning activities are presumed to meet a national objective under the requirements at 24 CFR 570.208(d)(4). HUD notes that almost all effective recoveries in the past have relied on some form of area-wide or comprehensive planning activity to guide overall redevelopment independent of the ultimate source of implementation funds. To assist State grantees, HUD is waiving the requirements at 24 CFR 570.483(b)(5) and (c)(3), which limit the circumstances under which the planning activity can meet a low- and moderate-income or slum-and-blight national objective. Instead, as an alternative requirement, 24 CFR 570.208(d)(4) applies to States when funding disaster recovery, planning-only grants, or when directly administering planning activities that guide disaster recovery. In addition, 42 U.S.C. 5305(a)(12) is waived to the extent necessary so the types of planning activities that States may fund or undertake are expanded to be consistent with those of CDBG Entitlement grantees identified at 24 CFR 570.205.

III.C.3. *Direct grant administration and means of carrying out eligible activities (state grantees only).* Requirements at 42 U.S.C. 5306(d) are waived to allow a State to use its disaster recovery grant allocation directly to carry out State-administered activities eligible under the Universal Notice, rather than distribute all funds to local governments. Pursuant to this waiver and alternative requirement, the standard at 24 CFR 570.480(c) and the provisions at 42 U.S.C. 5304(e)(2) will also include activities that the State carries out directly. Activities eligible under the Universal Notice may be carried out by a State, subject to State law and consistent with the requirement of 24 CFR 570.200(f), through its employees, through procured contracts, or through assistance provided under agreements with subrecipients. State grantees continue to be responsible for civil rights, labor standards, and environmental protection requirements, for compliance with 24 CFR 570.489(g), (h) and (l), and subparagraph II.A.1.d. of the Universal Notice relating to conflicts of interest, and for compliance with 24 CFR 570.489(m) relating to monitoring and management of subrecipients.

A State grantee may also carry out activities in Tribal areas. A State must coordinate with the Indian Tribe with jurisdiction over the Tribal area when providing CDBG–DR assistance to beneficiaries in tribal areas. State grantees carrying out projects in Tribal areas, either directly or through its employees, through procurement contracts, or through assistance provided under agreements with subrecipients, must obtain the consent of and coordinate with the Indian Tribe with jurisdiction over the Tribal area to carry out or to fund CDBG–DR projects in the Tribal area.

III.C.4. *Waiver and alternative requirement for distribution to CDBG metropolitan cities and urban counties (state grantees only).* 42 U.S.C. 5302(a)(7) (definition of "nonentitlement area") and related provisions of 24 CFR part 570, including 24 CFR 570.480, are waived to permit State grantees to distribute CDBG–DR funds to CDBG metropolitan cities and urban counties and Indian Tribes. When a State distributes funds through a method of distribution or by other means, the requirements applying to

State grantees may apply to the grant funds unless otherwise amended by the Universal Notice, or by subrecipient agreements.

III.C.5. *Use of subrecipients (state grantees only).* Section III.C.3. provides a waiver and alternative requirement that a State may carry out activities directly, including through assistance provided under agreements with subrecipients. Therefore, when States carry out activities directly through subrecipients, the following alternative requirements apply: the State is subject to the definition of subrecipients at 24 CFR 570.500(c) and must adhere to the requirements for agreements with subrecipients at 24 CFR 570.503. Additionally, 24 CFR 570.503(b)(4) is modified to require the subrecipient to comply with applicable uniform requirements, as described in 24 CFR 570.502, except that the subrecipient shall follow procurement requirements imposed by the State in accordance with section II.A.1.(b) of the Universal Notice. When 24 CFR 570.503 applies, notwithstanding 24 CFR 570.503(b)(5)(i), local governments that are subrecipients are defined as recipients under 24 CFR part 58 and are therefore responsible entities that assume environmental review responsibilities. Grantees are reminded that they are responsible for providing on-going oversight and monitoring of subrecipients and are ultimately responsible for subrecipient compliance with all CDBG–DR requirements as stated in 24 CFR 58.18.

III.C.6. *Recordkeeping (state grantees only).* When a State carries out activities directly, 24 CFR 570.490(b) is waived and the following alternative provision shall apply: a State grantee shall establish and maintain such records as may be necessary to facilitate review and audit by HUD and HUD OIG of the State's administration of CDBG–DR funds, under 24 CFR 570.493 and reviews and audits by the State as described in section III.C.8. below. Consistent with applicable statutes, regulations, waivers and alternative requirements, and other Federal requirements, the content of records maintained by the State shall be sufficient to: (a) enable HUD to make the applicable determinations described at 24 CFR 570.493; (b) make compliance determinations for activities carried out directly by the State; and (c) show how activities funded are consistent with the descriptions of activities proposed for funding in the Action Plan and/or DRGR system.

III.C.7. *Change of use of real property (state grantees only).* This alternative requirement conforms the change of use of real property rule to the waiver allowing a State to carry out activities directly. For purposes of these grants, all references to "unit of general local government" in 24 CFR 570.489(j), shall be read as "state, local governments, or Indian tribes (either as subrecipients or through a method of distribution), or other state subrecipient."

III.C.8. *Responsibility for review and handling of noncompliance (state grantees only).* This change is in conformance with the waiver allowing a State to carry out activities directly. 24 CFR 570.492 is waived, and the following alternative requirement applies for any State receiving a direct award: the State shall make reviews and audits, including on-site reviews of any local governments or Indian Tribes (either as subrecipients or through a method of distribution), designated public agencies, and other subrecipients, as may be necessary or appropriate to meet the requirements of section 104(e)(2) of the HCDA (42 U.S.C. 5304(e)(2), as amended, and as modified by the Universal Notice. In the case of noncompliance with these requirements, the State shall take such actions as may be appropriate to prevent a continuance of the deficiency, mitigate any adverse effects or consequences, and prevent a recurrence. The State shall establish remedies for noncompliance by any subrecipients, designated public agencies, or local governments.

III.C.9. *Consultation (state grantees only).* Currently, the HCDA and regulations require a State grantee to consult with affected local governments in nonentitlement areas of the State in determining the State's proposed method of distribution. HUD is waiving 42 U.S.C. 5306(d)(2)(C)(iv), 42 U.S.C. 5306(d)(2)(D), 24 CFR 91.325(b)(2), and 24 CFR 91.110, and imposing an alternative requirement that States consult with all disaster-affected local governments (including any CDBG-entitlement grantees), Indian Tribes, and any public housing authorities in determining the use of funds. This approach ensures that a State grantee will assess the recovery needs of all areas affected by the disaster. Requirements related to consultation for all CDBG–DR grantees are described in detail in sections I.C.2.a. and III.A.6. of the Universal Notice.

III.D. Waivers and Alternative Requirements Related to Eligible Activities

This section provides an overview of the waivers and alternative requirements HUD has established for CDBG–DR grant funds as it relates to eligible activities listed at 24 CFR 570.201 and section 105(a) of the HCDA. Projects funded with CDBG–DR must be classified as an eligible activity either through the program regulations cited in the previous sentence or through a waiver and alternative requirement issued in the Universal Notice or applicable AAN.

III.D.1. *Connection to the disaster.* CDBG–DR funds are provided for necessary expenses for activities authorized under title I of the HCDA related to disaster relief, long-term recovery, restoration of infrastructure and housing, economic revitalization, and mitigation of risk associated with activities carried out for these purposes, in the "most impacted and distressed" (MID) areas (identified by HUD or the grantee) resulting from a major disaster. All CDBG–DR funded activities must address an impact of the disaster for which funding was allocated (*i.e.,* tie-back to the disaster). Accordingly, each activity must: (1) address a direct or indirect impact from the disaster in a MID area; (2) be a CDBG-eligible activity (or be eligible under a waiver or alternative requirement); and (3) meet a national objective. This is true for all activities except for mitigation activities funded by an additional mitigation set-aside in the appropriations acts that do not require a connection to the qualifying major disaster as described below in section III.D.1.a. Requirements for the use of these mitigation set aside funds are covered in section III.D.4.

III.D.1.a. *Documenting a connection to the disaster.* Grantees must maintain records that document how each funded activity addresses a direct or indirect impact from the disaster. Grantees may do this by linking activities to a disaster recovery need that is described in the unmet needs assessment in the Action Plan (requirements for the assessment are addressed in section I.C.1.a.). Sufficient documentation of physical loss must include damage or rebuilding estimates, insurance loss reports, images, or similar information that documents damage caused by the disaster. Sufficient documentation for non-physical disaster-related impacts must clearly show how the activity addresses the disaster impact (*e.g.,* for economic development activities, data about job loss or businesses closing after the disaster or data showing how pre-disaster economic stressors were aggravated by the disaster; or for housing activities, a post-disaster housing analysis that describes the activities that are necessary to address the post-disaster housing needs).

III.D.2. *MID areas.* Funds must be used for costs related to unmet needs in

the MID areas resulting from qualifying disasters. HUD allocates funds using the best available data that covers the eligible affected areas and identifies MID areas. The HUD-identified MID areas and the minimum dollar amount that must be spent to benefit those areas will be identified for each grantee in the applicable AAN. Grantees can request that an additional area(s) be classified as a HUD-identified MID area by contacting their assigned HUD staff member. To be eligible, the area(s) must have received a presidential major disaster declaration identified by the disaster numbers listed in the applicable AAN. Grantees must submit the request with a data-driven analysis that illustrates the basis for designating the additional area(s) as most impacted and distressed as a result of the qualifying disaster. An additional area(s) being classified as a HUD-identified MID area would only result in a substantial amendment to the grantees' Action Plan, if it was not already included as a grantee-identified MID area (see section I.C.1.g.).

Grantees may use up to five percent of the total grant award for grant administration and up to 15 percent of the total grant award for planning costs. Therefore, HUD will include 80 percent of a grantee's expenditures for grant administration in its determination that 80 percent of the total award has benefited the HUD-identified MID area. Expenditures for planning activities may also be counted towards the HUD-identified MID area requirement, only if the grantee describes in its Action Plan how those planning activities benefit those areas.

HUD may identify an entire jurisdiction or a ZIP code as a MID area. If HUD designates a ZIP code as a MID area for the purposes of allocating funds, the grantee may expand program operations to the whole county(ies), borough(s), parish(es), municipo/municipios, or equivalent jurisdictions that overlap with the HUD designated ZIP code. A grantee must indicate the decision to expand eligibility in its action plan.

Grantee expenditures for eligible unmet needs outside of the HUD-identified or grantee-identified MID areas are allowable, provided that the grantee can demonstrate how the expenditure of CDBG–DR funds outside of the MID areas will address unmet needs identified within the HUD-identified or grantee-identified MID area (*e.g.,* upstream water retention projects to reduce downstream flooding in the HUD-identified MID area).

III.D.3. *Mitigation measures.* Additionally, HUD is adopting the following alternative requirement to section 105(a) of the HCDA (42 U.S.C. 5305(a)): Grantees may carry out the activities described in section 105(a) of the HCDA, as modified by waivers and alternative requirements, to the extent that the activities comply with the following:

Grantees must incorporate mitigation measures when carrying out activities to construct, reconstruct, or rehabilitate residential or non-residential buildings with CDBG–DR funds as part of activities eligible under 42 U.S.C. 5305(a) (including activities authorized by waiver and alternative requirement). To meet this alternative requirement, grantees must demonstrate that they have incorporated mitigation measures into CDBG–DR activities as a construction standard to create communities that are more resilient to the impacts of recurring natural disasters and the impacts of a changing climate. When determining which mitigation measures to incorporate, grantees should design and construct structures to withstand existing and future climate impacts expected to occur over the life of the project. For all mitigation measures adopted, grantees must report resilience performance measures available in DRGR. For example, when building or reconstructing homes in a floodplain, a grantee must follow HUD's elevation requirements and will report the number of structures to be elevated as a performance measure in DRGR.

III.D.4. *Mitigation activities—CDBG–DR mitigation set-aside.* Unlike recovery activities where grantees must demonstrate that their activities "tie-back" to the specific disaster and address a specific unmet recovery need for which the CDBG–DR funds were appropriated, activities funded by additional mitigation funds do not require such a "tie-back" to the specific qualified disaster that has served as the basis for the grantee's allocation. Instead, grantees must demonstrate that activities funded by the additional mitigation funds will (1) meet the definition of mitigation activities; (2) address the current and future risks as identified in the grantee's mitigation needs assessment in the MID areas; (3) be CDBG-eligible activities under title I of the HCDA or otherwise eligible pursuant to a waiver or alternative requirement; and (4) meet a national objective. For purposes of grants subject to the Universal Notice, mitigation activities are defined as those activities that increase resilience to disasters and reduce or eliminate the long-term risk of loss of life, injury, damage to and loss of property, and suffering and hardship, by lessening the impact of future disasters. Grantees must report activities as a "MIT" activity type in DRGR so that HUD and the public can determine that the grantee has fulfilled the requirement for the additional mitigation funds.

Grantees may also meet the requirement of the additional mitigation funds by including eligible recovery activities that both address the impacts of the disaster (*i.e.,* have "tie-back" to the specific qualified disaster) and incorporate mitigation measures. In section III.D.3., grantees are instructed to incorporate mitigation measures when carrying out activities to construct, reconstruct, or rehabilitate residential or non-residential buildings. If grantees wish to count those activities towards the grantee's additional mitigation funds, grantees must: (1) document how those activities and the incorporated mitigation measures will meet the definition of mitigation, as provided above; and (2) report those activities as a "MIT" activity type in DRGR so they are easily tracked.

III.D.4.a. *Alignment with mitigation plans.* Grantees must ensure that activities funded with the CDBG–DR mitigation set-aside identified in their Action Plan will align with existing hazard mitigation plans submitted to the Federal Emergency Management Agency (FEMA) under section 322 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5165) or other State, local, or Tribal hazard mitigation or long-term recovery plans.

III.D.5. *Housing activities and standards.* Grantees may use CDBG–DR funds for activities that may include, but are not limited to, new construction, reconstruction, and rehabilitation of single-family or multifamily housing, homeownership assistance, buyouts, and rental assistance. The broadening of eligible CDBG–DR activities related to housing under the HCDA is necessary following major disasters in which housing, including large numbers of affordable housing units, have been damaged or destroyed. Note, CDBG–DR does not have a requirement of "proof of ownership" when grantees are carrying out housing recovery programs. Any decisions about requiring applicants to submit proof of ownership is up to the grantee and its chosen program design. However, grantees may choose to obtain documentation to protect the CDBG–DR investment. In doing so, grantees must include in their program-specific policies and procedures alternative methods for documenting ownership. While grantees have flexibility on what type of documentation they will require to

prove ownership, HUD strongly recommends that grantees consider the following documentation options in their required policies and procedures: deed, title, mortgage documentation, tax receipts or bills, home insurance, home purchase contracts, will or affidavit or heirship naming them as heir, receipts of major repairs completed prior to the disaster, court documents, letter from a manufactured housing community owner or public official, self-certification, or utility bills.

As grantees consider different eligible housing activities, States and local governments are encouraged to adopt the latest edition or editions of the International Residential Code (IRC) for single family new construction and International Building Code (IBC) for multi-family construction, and respective subcodes (*e.g.*, plumbing, electrical, fire). HUD encourages grantees to adopt the recent edition or editions of the International Existing Building Code (IEBC) when using CDBG–DR funds for rehabilitation. If a grantee chooses to adopt these codes, HUD encourages the adoption without the removal of any provisions. Grantees can find required building and energy standards in section III.D.5.b.(i).

The following waivers and alternative requirements will assist grantees in addressing the full range of unmet housing needs arising from a disaster.

III.D.5.a. *New housing construction waiver.* 42 U.S.C. 5305(a) and 24 CFR 570.207(b)(3) are waived to the extent necessary to permit new housing construction, subject to the following alternative requirement. When a CDBG–DR grantee funds a new housing construction activity, 24 CFR 570.202 shall apply and shall be read to extend to new construction in addition to rehabilitation assistance. Private individuals and entities must remain compliant with Federal accessibility requirements as well as with the applicable site selection requirements of 24 CFR 1.4(b)(3) and 8.4(b)(5).

III.D.5.b. *Standards for new construction, reconstruction, and rehabilitation.* HUD is adopting an alternative requirement to require grantees to adhere to the applicable standards in III.D.5.b.(i). through III.D.5.b.(ii) when carrying out activities to construct, reconstruct, or rehabilitate residential buildings. For purposes of the Universal Notice, the terms "substantial damage" and "substantial improvement" shall be as defined in 44 CFR 59.1.

III.D.5.b.(i). *Standards for new construction and reconstruction of residential buildings.* Grantees must meet at least one Green and Resilient Building Standard and at least one minimum energy efficiency standard, as defined in this subparagraph, for: (i) all new construction and reconstruction (*i.e.*, demolishing a housing unit and rebuilding it on the same lot in substantially the same manner) of residential buildings and (ii) all rehabilitation activities of substantially damaged residential buildings, including changes to structural elements such as flooring systems, columns, or load-bearing interior or exterior walls. As described in 44 CFR 59.1, substantial damage means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

(1) The Green and Resilient Building Standard requires that all construction covered by the paragraph above also meet an industry-recognized standard or rating system that has achieved certification under:

(i) Enterprise Green Communities;

(ii) LEED (New Construction, Homes, Midrise, Existing Buildings Operations and Maintenance, or Neighborhood Development);

(iii) ICC–700 National Green Building Standard (NGBS) Green or NGBS Green+ Resilience;

(iv) International Living Future Institute, Living Building Challenge;

(v) Greenpoint Rated New Home, Greenpoint Rated Existing Home (Whole House or Whole Building label);

(vi) Earth Advantage New Homes;

(vii) IBHS FORTIFIED Home (Roof, Silver, Gold); IBHS FORTIFIED Commercial (Roof, Silver, Gold); IBHS FORTIFIED Multifamily (Roof, Silver, Gold);[21]

(viii) NFPA 1140, Standard for Wildland Fire Protection;

(ix) 2024 Wildland Urban Interface (WUI) Code;[22]

(x) NFPA Firewise USA;[23] or

(xi) Any other equivalent comprehensive green and/or resilient building standard acceptable to HUD.

(2) The minimum energy efficiency standard, as defined by the IECC as referenced by the building code, requires that all construction covered by the paragraph above achieve certification under one of the following programs:

(i) EPA ENERGY STAR® V 3.2 or ENERGY STAR® NextGen certification or ENERGY STAR (Certified Homes or Multifamily High-Rise High Performance);

(ii) DOE Zero Energy Ready Home;

(iii) EarthCraft House, EarthCraft Multifamily;

(iv) Passive House Institute Passive Building or EnerPHit certification from the Passive House Institute US (PHIUS), International Passive House Association;

(v) Greenpoint Rated New Home, Greenpoint Rated Existing Home (Whole House or Whole Building label);

(vi) Earth Advantage New Homes; or

(vii) Any other equivalent energy efficiency standard acceptable to HUD.

Grantees must identify, in each project file, which of these (1) Green and Resilient Building Standards and (2) minimum energy standard will be used for any building subject to this paragraph. However, grantees are not required to use the same standards for each project or building (*i.e.*, grantees may allow the use of any of the specified standards either at the discretion of the grantee or the builder-developer as long as it is documented in the project file).

III.D.5.b.(ii). *Standards for rehabilitation of non-substantially damaged residential buildings.* For rehabilitation other than the rehabilitation of substantially damaged residential buildings, grantees must follow the HUD CPD Green Building Retrofit Checklist guidelines as posted and updated on HUD's website.[24]

Grantees must apply these guidelines to the extent applicable for the rehabilitation work undertaken, for example, the use of mold resistant products when replacing surfaces such as drywall. Products and appliances replaced as part of the rehabilitation work, must be ENERGY STAR-labeled, WaterSense-labeled, or Federal Energy Management Program (FEMP)-designated products or appliances.

III.D.5.c. *Broadband infrastructure or technology to support housing.* Any substantial rehabilitation, as defined by 24 CFR 5.100, reconstruction, or new construction of a building with five or more rental units must include installation of broadband infrastructure or technology, except where the grantee documents that: (i) the location of the new construction or substantial

[21] View Institute for Business and Home Safety (IBHS) FORTIFIED programs here: *https://fortifiedhome.org/fortified-multifamily/* or *https://fortifiedhome.org/about/*.

[22] View 2021 Wildland Urban Interface (WUI) code here: *https://planningforhazards.com/wildland-urban-interface-code-wui-code*.

[23] View NFPA Firewise USA here: *https://www.nfpa.org/education-and-research/wildfire/firewise-usa*.

[24] View HUD's CPD Green Building Retrofit Checklist here: *https://www.hud.gov/sites/dfiles/CPD/documents/CPD-Green-Building-Retrofit-Checklist.pdf*.

rehabilitation makes installation of broadband infeasible; (ii) the cost of installing broadband would result in a fundamental alteration in the nature of its program or activity, or in an undue financial burden; or (iii) the structure of the housing to be substantially rehabilitated makes installation of broadband infeasible.

III.D.5.d. *Periods of affordability for new construction of affordable rental housing.* To meet the low- and moderate-income housing national objective, rental housing assisted with CDBG–DR funds must be rented to LMI households at affordable rents. Because the waiver and alternative requirement in III.D.5.a. authorizes the use of grant funds for new housing construction, HUD is imposing the following alternative requirement to modify the low- and moderate-income housing national objective criteria in 24 CFR 570.208(a)(3) and 570.483(b)(3) for activities involving the new construction of affordable rental housing of five or more units. For activities that will construct five or more units, in addition to other applicable criteria in 24 CFR 570.208(a)(3) and 570.483(b)(3), a grantee must define in its program-specific policies and procedures the affordability standards, including "affordable rents," the enforcement mechanisms, and applicable timeframes, that will apply to the new construction of affordable rental housing. The minimum timeframe and other related requirements acceptable for compliance with this alternative requirement are the HOME Investment Partnerships Program (HOME) requirements. Specifically, the affordability requirements must last for 20 years and must:

(i) Apply without regard to the term of any loan or mortgage, repayment of the CDBG–DR investment, or the transfer of ownership;

(ii) Must be imposed by a deed restriction, a covenant running with the land, an agreement restricting the use of the property, or other mechanisms approved by HUD and must give the grantee or recipient the right to require specific performance (except that the grantee may provide that the affordability restrictions may terminate upon foreclosure or transfer in lieu of foreclosure); and

(iii) Must be recorded in accordance with State recordation laws.

III.D.5.e. *Homeownership assistance.* 42 U.S.C. 5305(a)(24) is waived and replaced with the following alternative requirement. Provision of direct assistance to facilitate and expand homeownership among persons at or below 120 percent of area median income (except that such assistance shall not be considered a public service for purposes of 42 U.S.C. 5305(a)(8)) by using such assistance to:

(i) subsidize interest rates and mortgage principal amounts for homebuyers with incomes at or below 120 percent of area median income;

(ii) finance the acquisition of housing by homebuyers with incomes at or below 120 percent of area median income that is occupied by the homebuyers;

(iii) acquire guarantees for mortgage financing obtained by homebuyers with incomes at or below 120 percent of area median income from private lenders, meaning that if a private lender selected by the homebuyer offers a guarantee of the mortgage financing, the grantee may purchase the guarantee to ensure repayment in case of default by the homebuyer. This subparagraph allows the purchase of mortgage insurance by the household but not the direct issuance of mortgage insurance by the grantee;

(iv) provide up to 100 percent of any down payment required from homebuyers with incomes at or below 120 percent of area median income; or

(v) pay reasonable closing costs (normally associated with the purchase of a home) incurred by homebuyers with incomes at or below 120 percent of area median income.

While homeownership assistance, as described above, may be provided to households with incomes at or below 120 percent of the area median income, HUD will only consider those funds used for households with incomes at or below 80 percent of the area median income to qualify as meeting the LMI person benefit national objective.

III.D.5.f. *Interim mortgage assistance.* 42 U.S.C. 5305(a)(8), 24 CFR 570.201(e), 24 CFR 570.207(b)(4), and 24 CFR 1003.207(b)(4) are modified to allow grantees to extend interim mortgage assistance (IMA) to qualified individuals from three months to up to 20 months. IMA must be used in conjunction with a buyout program, or the rehabilitation or reconstruction of single-family housing, during which mortgage payments may be due but the home is not habitable. A grantee using this alternative requirement must document, in its policies and procedures, how it will determine that the amount of assistance to be provided is necessary and reasonable. This public services activity shall be exempt from the cap on public service expenditures found in section 105(a)(8) of the HCDA (42 U.S.C. 5305(a)(8)), as amended.

III.D.5.g. *Rental assistance.* 42 U.S.C. 5305(a)(8), 24 CFR 570.201(e), 24 CFR 570.207(b)(4), and 24 CFR 1003.207(b)(4) are modified to allow grantees to provide rental assistance (*e.g.,* rent, security deposits, and utility deposits) and utility payments for up to 24 months. This rental assistance can only be used in conjunction with the development of affordable rental housing or other forms of housing assistance, such as rehabilitation, reconstruction, new construction of affordable housing, and homeownership assistance, for persons displaced by the qualifying disaster.

This public service activity shall be exempt from the cap on public service expenditures found in section 105(a)(8) of the HCDA (42 U.S.C. 5305(a)(8)), as amended. If, despite concerted efforts to permanently rehouse survivors, a grantee identifies the need for continued rental assistance, a grantee may submit a request to HUD to extend the 24-month limit on rental assistance. Such a request should include a justification for the continued need for rental assistance and how the extension will enable the grantee to stabilize persons or households in permanent housing. HUD may provide this extension administratively upon a determination that good cause for such an extension exists. A homeowner receiving any form of interim mortgage assistance is not eligible for CDBG–DR rental assistance or utility payments for the same period.

Grantees must determine that the rental assistance and utility payments are needed because the household moved from their primary residence due to rehabilitation or reconstruction to repair damage from a qualified disaster or because the household is experiencing or is at risk of experiencing homelessness and the assistance is part of a homelessness prevention or rapid rehousing program or activity. While this waiver and alternative requirement will allow these grantees to provide rental assistance and utility payments to households impacted by a qualifying major disaster, this does not relieve grantees of the duty to comply with other applicable requirements relating to the temporary relocation or permanent displacement of persons. If a person meets the definition of a "displaced person" under the URA, (42 U.S.C. 4601 *et seq.*) or section 104(d) of the HCDA (42 U.S.C. 5304(d)) ("section 104(d)") and their implementing regulations, grantees must provide the displaced person with any relocation assistance to which they are entitled under law, including but not limited to assistance authorized under the URA or section 104(d) and

their implementing regulations, as those requirements may be modified by applicable current or future waivers and alternative requirements.

III.D.5.h. *Disaster relief assistance for LMI persons.* HUD is providing an alternative requirement to extend the period that grantees can make disaster relief payments on behalf of individuals and families impacted by a disaster event. Normally, CDBG funds may not be used for income payments, which are not included among eligible activities in section 105(a) of the HCDA for States, and which are expressly prohibited by 24 CFR 570.207(b)(4) in the Entitlement CDBG regulations. The phrase "income payments" means a series of subsistence type grant payments made to an individual or family for items such as food, clothing, housing (rent or mortgage), or utilities, but excludes disaster relief payments made over a period of up to three consecutive months to the provider of such items or services on behalf of an individual or family.

Because disasters qualifying for CDBG–DR awards represent the worst levels of destruction and hardship, those recovering often struggle to maintain employment, make rent or mortgage payments, access or pay for food, clothing, and basic utilities, and access many other essential items and services while also trying to fully recover from the disaster months and years after the event. To allow grantees to help individuals and families address these challenges, HUD is waiving 42 U.S.C. 5305(a) only to the extent necessary to establish the following alternative requirement:

CDBG–DR funds may be used to provide disaster relief assistance for low- and moderate-income persons only for items such as food, clothing, housing (rent or mortgage), utilities or medical care related to the qualifying disaster for a period of up to six consecutive months. To be eligible, the beneficiary must use all Federal assistance for losses suffered as a result of the major disaster that qualified for CDBG–DR assistance. Disaster relief payments must be made to the provider of such items or services on behalf of an individual or family, and not directly to an individual or family in the form of income payments, debit cards, or similar direct income payments.

Grantees must maintain documentation, at least at a programmatic level, describing how the grantee determined the amount of assistance for the disaster relief payment was necessary and reasonable, proof of the DOB analysis as outlined in Appendix C, how the payment meets a national objective, and that the payments are in accordance with the grantee's approved Action Plan and published program design(s). This public service activity shall be subject to the cap on public service expenditures found in section 105(a)(8) of the HCDA (42 U.S.C. 5305(a)(8)), as amended. A homeowner receiving any form of IMA as described in section III.D.5.f., is not eligible for CDBG–DR disaster relief assistance to cover their mortgage or utilities for the same period and anyone receiving rental assistance is not eligible for CDBG–DR disaster relief assistance to cover their rent or utilities for the same period.

III.D.5.i. *Buyouts.* CDBG–DR grantees may carry out property acquisition for a variety of purposes, but buyouts are a type of acquisition for the specific purpose of reducing the risk of property damage. HUD has determined that creating a new activity and alternative requirement for buyouts is necessary for consistency with the application of other Federal resources commonly used for this type of activity. Therefore, HUD is waiving 42 U.S.C. 5305(a) and establishing an alternative requirement only to the extent necessary to create a new eligible activity for voluntary buyouts. The term "buyouts" for CDBG–DR purposes means the voluntary acquisition of properties located in a floodway, FFRMS floodplain, or other Disaster Risk Reduction Area that is intended to reduce risk from future hazards. Requiring buyouts to be voluntary acquisitions will focus the buyout activities on areas where relocation plans are community driven. Grantees may designate a Disaster Risk Reduction Area, as defined below.

Grantees carrying out buyout activities must establish an open space management plan or equivalent, if one has not already been established, before implementation. The open space management plan or equivalent must establish full transparency about the planned use of acquired properties post-buyout, or the process by which the planned use will be determined and enforced.

Buyout activities are subject to all requirements that apply to acquisition activities generally including but not limited to, the URA (42 U.S.C. 4601 *et seq.*) and its implementing regulations at 49 CFR part 24, subpart B, unless waived or modified by alternative requirements. Only acquisitions that meet the definition of a "buyout" are subject to the post-acquisition land use restrictions imposed by the alternative requirement (III.D.5.i.(i). below). The key factor in determining whether the acquisition is a buyout is whether the intent of the purchase is to reduce the risk of property damage from future flooding or other hazards in a floodway, FFRMS floodplain, or a Disaster Risk Reduction Area. A grantee that will acquire property for purposes of a buyout in a Disaster Risk Reduction Area must establish criteria in its policies and procedures to designate an area as a Disaster Risk Reduction Area for the buyout, pursuant to the following requirements:

(1) the area has been impacted by the hazard that has been caused or exacerbated by the disaster for which the grantee received its CDBG–DR allocation or address the current and future risks as identified in the grantee's mitigation needs assessment;

(2) the hazard identified must be a predictable environmental threat to the safety and well-being of program beneficiaries, including members of protected classes, vulnerable populations, and underserved communities, as evidenced by the best available data (*e.g.,* FEMA Repetitive Loss Data, EPA's Environmental Justice Screening and Mapping Tool, National Risk Index, etc.) and science (such as engineering and structural solutions propounded by FEMA, USACE, other Federal agencies, etc.); and

(3) the area must be clearly delineated so that HUD and the public may easily determine which properties are located within the designated area.

III.D.5.i.(i). *Buyout requirements:*

1. Property to be acquired or accepted must be located within a floodway, FFRMS floodplain, or Disaster Risk Reduction Area.

2. Any property acquired or accepted must be dedicated and maintained in perpetuity for a use that is compatible with open space, recreational, floodplain and wetlands management practices, or other disaster-risk reduction practices.

3. No new structure will be erected on property acquired or accepted under the buyout program other than:

(a) a public facility that is open on all sides and functionally related to a designated open space (*e.g.,* a park, campground, or outdoor recreation area);

(b) a restroom; or

(c) a flood control structure, provided that:

(i) the structure does not reduce valley storage, increase erosive velocities, or increase flood heights on the opposite bank, upstream, or downstream; and

(ii) the local floodplain manager approves the structure, in writing, before commencement of construction of the structure.

4. After the purchase of a buyout property with CDBG–DR funds, the owner of the buyout property (including subsequent owners) is prohibited from making any applications to any Federal entity in perpetuity for additional disaster assistance for any purpose related to the property acquired through the CDBG–DR funded buyout, unless the assistance is for an allowed use as described in paragraph (2) above. The entity acquiring the property may lease or sell it to adjacent property owners or other parties for compatible uses that comply with buyout requirements in return for a maintenance agreement.

5. A deed restriction or covenant running with the property must require that the buyout property be dedicated and maintained for compatible uses that comply with buyout requirements in perpetuity.

6. Grantees must choose from one of two valuation methods (pre-disaster value or post-disaster value) for a buyout program (or a single buyout activity). The grantee must apply its valuation method for all buyouts carried out under the program. However, a grantee may provide exceptions to its established valuation method on a case-by-case basis (*e.g.,* if the grantee determines the post-disaster value of a property is higher than the pre-disaster value). The grantee must describe the process for such exceptions and how it will analyze the circumstances to permit an exception in its buyout policies and procedures. Each grantee must adopt policies and procedures on how it will demonstrate that the amount of assistance for a buyout is necessary and reasonable.

7. All buyout activities must be classified using the "buyout" activity type in the DRGR system.

8. Any State grantee implementing a buyout program or activity must consult with local or Tribal governments within the areas in which buyouts will occur.

9. All buyouts must be voluntary. Grantees are prohibited from using eminent domain to buyout properties. However, a grantee may request and HUD may approve a waiver of this limitation, if good cause for such a waiver exists.

III.D.5.i.(ii). *National objectives for buyouts.* Activities that assist LMI persons and meet the criteria for the national objectives will be considered to benefit LMI persons, unless there is substantial evidence to the contrary, and will count towards the calculation of a grantee's overall LMI benefit requirement as described in section III.B.1. The grantee shall appropriately ensure that activities that meet the criteria for any of the national objectives below do not benefit moderate-income persons to the exclusion of low-income persons.

When undertaking buyout activities, to demonstrate that a buyout meets the low- and moderate-income housing (LMH) national objective, grantees must meet all requirements of the HCDA, and the applicable regulatory criteria described below. 42 U.S.C. 5305(c)(3) provides that any assisted activity that involves the acquisition of property to provide housing shall be considered to benefit LMI persons only to the extent such housing will, upon completion, be occupied by such persons. In addition, 24 CFR 570.483(b)(3), 24 CFR 570.208(a)(3), and 24 CFR 1003.208(c) apply the LMH national objective to an eligible activity carried out for the purpose of providing or improving permanent residential buildings that, upon completion, will be occupied by LMI households.

A buyout program that merely pays homeowners to leave their existing homes does not guarantee that those homeowners will occupy a new residential building. Therefore, acquisition-only buyout programs cannot satisfy the LMH national objective criteria.

To meet a national objective that benefits a LMI person, buyout programs may be structured in one of the following ways:

1. The buyout activity combines the acquisition of properties with another direct benefit—LMI housing activity, such as down payment assistance—that results in occupancy and otherwise meets the applicable LMH national objective criteria;

2. The activity meets the low- and moderate-income area (LMA) benefit criteria and documents that the acquired properties will have a use that benefits all the residents in a particular area that is primarily residential, where at least 51 percent of the residents are LMI persons. Grantees covered by the "exception criteria" as described in section III.B.10.a. of the Universal Notice may apply it to these activities. To satisfy LMA criteria, grantees must define the service area based on the end use of the buyout properties; or

3. The program meets the criteria for the low- and moderate-income limited clientele (LMC) national objective by restricting buyout program eligibility exclusively to LMI persons and benefiting LMI sellers by acquiring their properties for more than current fair market value (in accordance with the valuation requirements in section III.D.5.i.(i)(6).).

III.D.5.j. *Safe housing incentives.* The limitation on eligible activities in section 42 U.S.C. 5305(a) is waived and HUD is establishing the following alternative requirement to establish safe housing incentives as an eligible activity. A "safe housing incentive" is defined as any incentive provided to encourage households to relocate to suitable housing in a lower risk area or in an area promoted by the community's comprehensive recovery plan. Displaced persons must receive any relocation assistance to which they are entitled under other legal authorities, such as the URA, section 104(d) of the HCDA, the respective implementing regulations, or the requirements described in the Universal Notice. The grantee may offer safe housing incentives in addition to the relocation assistance that is legally required. Grantees will want to consider how these efforts to incentivize households to relocate outside disaster prone areas tie-back to their strategies to minimize displacement across all their disaster recovery activities as required in section III.A.2.b.

Grantees must maintain documentation, at least at a programmatic level, describing how the grantee determined the amount of assistance for the incentive was necessary and reasonable, how the incentive meets a national objective, and that the incentives are in accordance with the grantee's approved Action Plan and published program design(s). A grantee may require the safe housing incentive to be used for a particular purpose by the household receiving the assistance. However, this waiver does not permit a compensation program meaning that funds may not be provided to a beneficiary to compensate the beneficiary for an estimated or actual amount of loss from the declared disaster. Grantees are prohibited from offering housing incentives to a homeowner as an incentive to induce the homeowner to sell a second home, consistent with the prohibition and definition of second home in section III.D.5.l.

III.D.5.j.(i). *National objectives for safe housing incentives.* The following alternative requirement establishes the new LMI national objective criteria for low- and moderate-income safe housing incentive (LMHI) which applies when safe housing incentive activities benefit LMI households. HUD has determined that providing CDBG–DR grantees with an additional method to demonstrate how safe housing incentive activities benefit LMI households will ensure that grantees and HUD can account for and assess the benefit that CDBG–DR assistance for these activities has on LMI households.

The LMHI national objective may be used when a grantee uses CDBG–DR funds to carry out a safe housing incentive activity that benefits one or more LMI persons. To meet a LMHI national objective, the incentive must be structured in one of the following ways:

1. Be tied to the voluntary acquisition of housing (including buyouts) owned by a qualifying LMI household and made to induce a move outside of the affected floodplain or disaster risk reduction area to a lower-risk area or structure; or

2. Be for the purpose of providing or improving residential buildings that, upon completion, will be occupied by a qualifying LMI household and will be in a lower risk area; or

3. Be for the purpose of providing rent, security deposits, and utility deposits for a qualifying LMI tenant-occupant household, including those displaced, to live in a lower risk area.

Alternatively, safe housing incentives may also meet the urgent need national objective when incentive activities are designed to meet the criteria outlined in section III.B.2. of the Universal Notice.

III.D.5.k. *Redevelopment of acquired properties.* Although properties acquired through a buyout program cannot be redeveloped, grantees may redevelop other acquired properties. For non-buyout acquisitions, HUD has not previously permitted the grantee to base acquisition cost on pre-disaster fair market value. The acquisition cost must comply with applicable cost principles and with the acquisition requirements at 49 CFR part 24, subpart B, as revised by the Universal Notice waivers and alternative requirements. In addition to the purchase price, grantees may opt to provide optional relocation assistance, as allowable under Section 104 and 105 of the HCDA (42 U.S.C. 5304 and 42 U.S.C. 5305) and 24 CFR 570.606(d), and as expanded in section III.B.15.b., to the owner of a property that will be redeveloped if: i.) the property is purchased by the grantee or subrecipient through voluntary acquisition; and ii.) the owner's need for additional assistance is documented. Any optional relocation assistance must provide equal relocation assistance within each class of displaced persons, including but not limited to providing reasonable accommodation exceptions to persons with disabilities. See 24 CFR 570.606(d) for more information on optional relocation assistance. In addition, tenants displaced by these voluntary acquisitions may be eligible for URA relocation assistance. In carrying out acquisition activities, grantees must ensure they are in compliance with the long-term redevelopment plans of the community in which the acquisition and redevelopment is to occur. Grantees are also reminded that the acquisition of second homes at post-disaster fair market value is not prohibited, as long as the home is being redeveloped through an eligible activity and will meet a national objective.

III.D.5.l. *Alternative requirement for housing rehabilitation and buyout—assistance for second homes.* HUD is instituting an alternative requirement to the rehabilitation provisions at 42 U.S.C. 5305(a)(4) as follows: properties that served as second homes at the time of the disaster, or following the disaster, are not eligible for rehabilitation assistance or safe housing incentives. This prohibition does not apply to acquisitions that meet the definition of a buyout (when that buyout is at post-disaster fair market value), however, as indicated in section III.D.5.j. above, no safe housing incentives can be provided for second homes. A second home is defined for purposes of the Universal Notice as a home that is not the primary residence of the owner, a tenant, or any occupant at the time of the disaster or at the time of application for CDBG–DR assistance. Grantees can verify a primary residence using a variety of documentation including, but not limited to, voter registration cards, tax returns, homestead exemptions, driver's licenses, and rental agreements. Additionally, acquisition or buyouts of second homes at post-disaster fair market value is not prohibited, as described in section III.D.5.k.

III.D.6. *Infrastructure activities and standards.* As grantees consider different eligible infrastructure activities including public facilities, States and local governments are encouraged to adopt the recent edition or editions of IBC for public facility construction, particularly when using the CDBG–DR funds as the non-Federal match in FEMA PA projects.

HUD requires grantees to adhere to the applicable standards and requirements in this section, sections III.B.10.f. and III.D.6.e., which apply only to those eligible activities described in those paragraphs.

All newly constructed infrastructure that is assisted with CDBG–DR funds must be designed and constructed to withstand extreme weather events and the impacts of a changing climate. To satisfy this requirement, the grantee must identify and implement resilience performance measures as described in section III.D.3.

For purposes of this requirement, an infrastructure activity includes any activity or group of activities (including acquisition or site or other improvements), whether carried out on public or private land, that assists the development of the physical assets that are designed to provide or support services to the general public in the following sectors: surface transportation, including roadways, bridges, railroads, and transit; aviation; ports, including navigational channels; water resources projects; energy production and generation, including from renewable, nuclear, and hydro sources; electricity transmission; broadband; pipelines; stormwater and sewer infrastructure; drinking water infrastructure; schools, hospitals, and housing shelters; and other sectors as may be determined by the Federal Permitting Improvement Steering Council (Permitting Council). For purposes of this requirement, an activity that falls within this definition is an infrastructure activity regardless of whether it is carried out under sections 105(a)(2), 105(a)(4), 105(a)(14), or another section of the HCDA (42 U.S.C. 5305(a)(2), 5305(a)(4), 5305(a)(14)), or pursuant to a waiver or alternative requirement established by HUD. Required policies and procedures related to infrastructure activities are found in section III.A.4. of the Universal Notice.

III.D.6.a. *Privately owned shelters.* Section 105(a)(2) of the HCDA allows CDBG funds to be used for acquiring, constructing, reconstructing, rehabilitating, or installing public improvements or facilities. Typically, eligible facilities are limited to those that are: (i) publicly owned or traditionally provided by the government, or (ii) owned by a non-profit organization, and (iii) open to the general public. However, restricting ownership to these categories can limit disaster survivors' access to shelters, especially when public shelters are at capacity. To address this challenge and increase the supply of emergency shelters, the Department finds good cause to waive the ownership requirements outlined in Section 105(a)(2) of the HCDA and 24 CFR 570.200(b). This waiver allows assistance to be provided to qualified privately owned facilities used as shelters. Under this waiver and alternative requirement, grantees must fund facilities that would be consistent with the purpose of title I of the HCDA and are prohibited from assisting casinos, sports arenas, or concert venues.

III.D.6.b. *Assistance to buildings for the general conduct of government when using CDBG–DR funds as the non-Federal match.* The prohibition on

assisting buildings for the general conduct of government at 42 U.S.C. 5305(a)(2) and associated regulations at 24 CFR 570.207(a) are waived for non-Federal match. This waiver allows grantees to use CDBG–DR funds as the non-Federal match on any other Federal program providing funds for the construction, reconstruction, and rehabilitation of public improvements or facilities for the general conduct of government. This waiver is subject to the following alternative requirements: grantees are prohibited from using CDBG–DR funds for buildings that do not provide services all year around and for buildings that are used exclusively as emergency operations centers.

III.D.6.c. *FAST–41 project requirements.* The Permitting Council administers Title 41 of the Fixing America's Surface Transportation Act, referred to as "FAST–41," which establishes a new governance structure, set of procedures, and funding authorities to improve and make transparent the Federal review and permitting process for FAST–41 covered infrastructure projects on the Federal Infrastructure Permitting Dashboard. A FAST–41 covered project must first be in one of the following sectors: (1) Renewable energy production, (2) Conventional energy production, (3) Electricity transmission, (4) Surface transportation, (5) Aviation, (6) Ports and waterways, (7) Water resource projects, (8) Broadband, (9) Pipelines, (10) Manufacturing, (11) Mining, (12) Carbon capture, (13) Semiconductors, (14) Artificial intelligence and machine learning, (15) High-performance computing and advanced computer hardware and software, (16) Quantum information science and technology, (17) Data storage and data management, (18) Cybersecurity, and/or (19) any additional infrastructure sectors established by Permitting Council.

In addition, a FAST–41 project must meet one of the following four criteria, as amended: (1) Objective Criteria: A project must be subject to the NEPA; be likely to require a total investment of more than $200,000,000; and not qualify for an abbreviated authorization or environmental review process under any applicable law. (2) Discretionary Criteria: A project must be subject to NEPA; and the project is of a size and complexity that make it, in the opinion of the Permitting Council, likely to benefit from enhanced oversight and coordination, including (but not limited to) a project likely to require authorization from or environmental review involving more than two Federal agencies or the preparation of an environmental impact statement (EIS) under NEPA. (3) Tribal Sponsored Criteria: A project must be subject to NEPA; sponsored by an Indian Tribe, an Alaska Native Corporation, a Native Hawaiian, the Department of Hawaiian Homelands, or the Office of Hawaiian Affairs; and located on land owned or under jurisdiction of the entity that sponsors the activity. (4) Carbon Capture Sector: A project that includes any facility, technology, or system that captures, utilizes, or sequesters carbon dioxide emissions, including projects for direct air capture, and carbon dioxide pipelines; is covered by a programmatic plan or environmental review developed for the primary purpose of facilitating development of carbon dioxide pipelines; and is not subject to NEPA requirements.

Any project with the potential for FAST–41 eligibility will require the grantee to notify HUD and coordinate efforts to submit a FAST–41 Initiation Notice (FIN) to the Permitting Council Executive Director and the appropriate facilitating agencies. Within 14 calendar days of the FIN receipt, the Permitting Council Executive Director will determine the eligibility and if the FAST–41 process will be required for the project.

III.D.6.d. *CDBG–DR funds as non-Federal match.* As provided by the HCDA, CDBG–DR funds may be used to satisfy a match requirement, share, or contribution for any other Federal program when used to carry out an eligible CDBG–DR activity (*e.g.,* programs or activities administered by FEMA, USACE, United States Department of Agriculture (USDA), and the Federal Highway Administration (FHWA)). By law, (codified in the HCDA as a note to section 105(a)) only $250,000 or less of CDBG–DR funds may be used for the non-Federal cost-share of any project funded by USACE. Appropriations acts prohibit the use of CDBG–DR funds for any activity reimbursable by, or for which funds are also made available by FEMA or USACE.

In response to a disaster, FEMA may implement, and grantees may elect to follow, alternative procedures for FEMA's PA Program, as authorized pursuant to Section 428 of the Stafford Act (42 U.S.C. 5189(f)). Like other projects, grantees may use CDBG–DR funds as a matching requirement, share, or contribution for Section 428 PA Projects. For all activities funding the non-Federal match, grantees must document that CDBG–DR funds have been used for the actual costs incurred for the assisted project and for costs that are eligible, meet a national objective, and meet other applicable CDBG–DR requirements.

III.D.6.d.(i). *Alternative requirement when using CDBG–DR funds as the non-Federal match in a FEMA-funded project (building codes and standards).* Currently, CDBG–DR grantees using FEMA and CDBG–DR funds on the same activity have encountered challenges in certain circumstances in reconciling CDBG–DR building standards with those established by FEMA. FEMA funded projects generally commence well in advance of the availability of CDBG–DR funds and when CDBG–DR funds are used as match for a FEMA project that is underway, the alignment of HUD's building standards may not be feasible. For these reasons, the Secretary finds good cause to establish an alternative requirement to allow grantees to use FEMA-approved building codes instead of the requirements in section III.D.5.b.(i). when CDBG–DR funds are used as the non-Federal match for FEMA assistance.

III.D.6.e. *Flood control structure requirements.* Grantees that use CDBG–DR funds to assist flood control structures (*i.e.,* dams and levees) are prohibited from using CDBG–DR funds to enlarge a dam or levee beyond the original footprint of the structure that existed before the disaster event, without obtaining pre-approval from HUD and any Federal agencies that HUD determines are necessary based on their involvement or potential involvement with the levee or dam. In addition, a grantee must comply with the requirements outlined above in section III.D.6.c. if the project meets one of the following four criteria for FAST–41 projects, as amended. Grantees that use CDBG–DR funds for levees and dams are required to: (1) register and maintain entries regarding such structures with the USACE National Levee Database or National Inventory of Dams; (2) ensure that the structure is admitted in the USACE's PL 84–99 Rehabilitation Program (Levee Rehabilitation and Inspection Program); (3) ensure the structure is accredited under the FEMA National Flood Insurance Program (NFIP); (4) enter the exact location of the structure and the area served and protected by the structure into the DRGR system; and (5) maintain file documentation demonstrating that the grantee has conducted a risk assessment before funding the flood control structure and documentation that the investment includes risk reduction measures.

III.D.6.f. *LMI benefit for infrastructure activities.* CDBG–DR funds represent a significant opportunity for grantees to carry out strategic, high-impact, and

innovative infrastructure activities to recover from the applicable disaster, mitigate disaster risks, and reduce future losses. Infrastructure activities assist in the development of physical assets that are designed to provide or support services to the general public. These infrastructure activities often offer unique benefits for the general public and underserved communities following a disaster due to the activities' scale and intersection with other key recovery and mitigation outcomes. For example, an infrastructure activity located alongside an underserved community that repairs damaged roadways connected to the community may facilitate the redevelopment of housing and expedite economic recovery by making the underserved community accessible and more attractive to local businesses.

The far-reaching nature of infrastructure activities' service areas presents challenges for meeting the low- and moderate-income area benefit (LMA) national objective criteria at 24 CFR 570.208(a)(1) and 24 CFR 570.483(b)(1). Large infrastructure activities with a broad service area may benefit a large population of LMI persons, but because the area that benefits is so large the LMI population may be less than 51 percent. When this is the case, a grantee may not pursue the implementation of those innovative infrastructure activities that would otherwise have positive, compounding effects on underserved communities and LMI persons in the MID areas because the activity would not meet the standard LMA national objective criteria. Since grantees' infrastructure needs and investments may represent a significant portion of their total CDBG–DR allocations, grantees may not be able to meet the 70 percent overall benefit requirement if their infrastructure activities can only meet the urgent need national objective.

Based on these reasons, HUD is waiving 24 CFR 570.484 and 24 CFR 570.200(a)(3) only to the extent necessary to add this alternative requirement: CDBG–DR grantees funding infrastructure projects may count funds expended for infrastructure activities towards benefitting LMI persons and meeting the overall benefit requirement by multiplying the total cost (including CDBG–DR and non-CDBG–DR costs) of the infrastructure activity by the percent of LMI persons in the service area, except that the amount counted shall not exceed the amount of CDBG–DR funds provided.

As an example, if the total cost of an infrastructure activity is $1,000,000, and the percent of LMI persons in the activity's service area is 40 percent, then $400,000 would count towards benefiting LMI persons when calculating a grantee's overall benefit (assuming this projects is only funded with CDBG–DR). Generally, grantees should not pursue this alternative requirement if doing so comes at the expense of pursuing an infrastructure project that can meet the original LMA national objective criteria and thus be counted towards the overall benefit requirement.

III.D.6.g. *Assistance to private utilities.* A CDBG–DR grantee may assist utilities as part of a disaster-related eligible activity under section 105(a) of the HCDA of 1974 (42 U.S.C. 5305(a)). While it is possible that not every CDBG–DR assisted utility will serve predominantly LMI populations, HUD recognizes that LMI populations would benefit especially from the increased resilience and recovery of private utilities. HUD also recognizes that privately-owned, for-profit utilities have a means of obtaining private investment or otherwise recapturing costs from ratepayers. Accordingly, HUD is adding alternative requirements that include basic safeguards that HUD has determined are necessary to ensure that costs comply with the certification to give maximum feasible priority to activities that benefit LMI persons and that costs are necessary and reasonable and do not duplicate other financial assistance.

HUD is imposing the following alternative requirements: A grantee may assist private for-profit, non-profit, or publicly owned utilities as part of disaster-related activities that are eligible under section 105(a) of the HCDA, or otherwise made eligible through a waiver or alternative requirement, provided that the grantee complies with the following:

(1) The funded activity must comply with applicable CDBG–DR requirements, including the requirements that the assisted activity will meet a national objective, the activity will address an unmet recovery need or a risk identified in the grantee's mitigation needs assessment, and if the assistance is provided to a for-profit entity for an economic development project under section 105(a)(17), the grantee must first comply with any applicable underwriting requirements.

(2) Each grantee must carry out the grant consistent with the grantee's certification that: "With respect to activities expected to be assisted with CDBG–DR funds, the action plan has been developed so as to give the maximum feasible priority to activities that will benefit low- and moderate-income families." To fortify compliance with the existing certification, if the grantee carries out activities that assist privately-owned, for-profit utilities, the grantee must prioritize assistance to for-profit utilities that will benefit areas where at least 51 percent of the residents are LMI persons and demonstrate how assisting the private, for-profit utility will benefit those areas.

(3) The grantee must determine that the costs of the activity to assist a utility are necessary and reasonable and that they do not duplicate other financial assistance. To fortify these requirements and achieve a targeted use of funds and to safeguard against the potential over-subsidization when assistance is used to carry out activities that benefit private, for-profit utilities, the grantee must document that the level of assistance provided to a private, for-profit utility addresses only the actual identified needs of the utility.

(4) The grantee must establish policies and procedures to ensure that the CDBG–DR funds that assist private, for-profit utilities reflect the actual identified financing needs of the assisted businesses by establishing a mix of financing terms (loan, forgivable loan, and/or grant) for each assisted private, for-profit utility, based on the business's financial capacity, in order to ensure that assistance is based on actual identified need.

III.D.7. *Economic revitalization and Section 3 activities and standards.* CDBG–DR funds may be used for CDBG–DR eligible activities related to economic revitalization. The attraction, retention, and return of businesses and jobs to a disaster-impacted area is critical to long-term recovery. Accordingly, for CDBG–DR purposes, economic revitalization may include any CDBG–DR eligible activity that demonstrably restores and improves the local economy through job creation and retention or by expanding access to goods and services. The most common CDBG–DR eligible activities to support economic revitalization are outlined in 24 CFR 570.203 and 570.204 and sections 105(a)(14), (15), and (17) of the HCDA (42 U.S.C. 5305(a)(14), (15), and (17).

III.D.7.a. *Economic revitalization assistance.* Climate-related natural hazards, extreme events, and natural disasters disproportionately affect LMI persons who belong to underserved communities because they are less able to prepare for, respond to, and recover from the impacts of extreme events and natural hazards, or are members of communities that have experienced significant disinvestment and historic discrimination. Therefore, HUD is

imposing the following alternative requirement: When funding activities outlined in 24 CFR 570.203 and 570.204 and sections 105(a)(14), (15), and (17) of the HCDA (42 U.S.C. 5305(a)(14), (15), and (17)), HUD is instituting an alternative requirement in addition to the other requirements in these provisions to require grantees to prioritize assistance to disaster-impacted businesses that serve underserved communities and spur economic opportunity for underserved communities that were economically distressed before the disaster. Grantees undertaking an economic revitalization activity must maintain supporting documentation to demonstrate how the grantee prioritized underserved communities. In section I.C.1.c., HUD describes the minimum standard for underserved communities. Grantees may further define areas that are considered "underserved communities" either in the Action Plan or program-specific policies and procedures.

III.D.7.b. *National objective documentation for activities that support economic revitalization.* 24 CFR 570.208(a)(4)(i) and (ii), 24 CFR 570.483(b)(4)(i) and (ii), 24 CFR 570.506(b)(5) and (6), and 24 CFR 1003.208(d) are waived to allow grantees to meet the LMI jobs national objective criteria by documenting, for each person employed, the name of the business, type of job, and the annual wages or salary of the job. HUD will consider the person income-qualified if the annual wages or salary of the job is at or under the HUD-established income limit for a two-person family. This method offers an optional alternative to the standard CDBG–DR requirement—in which grantees must review the annual wages or salary of a job in comparison to the person's total household income and size (*i.e.,* the number of persons). This optional method streamlines the documentation process by allowing the collection of wage data for each position created or retained from the assisted businesses, rather than from each individual household.

III.D.7.c. *Public benefit for activities that support economic revitalization.* When applicable, the public benefit provisions set standards for individual economic development activities (such as a single loan to a business) and for the aggregate of all economic development activities. Economic development activities support economic revitalization. Currently, public benefit standards limit the amount of assistance per job retained or created, or the amount of assistance per LMI person to whom goods or services are provided by the activity. These dollar thresholds can impede recovery by limiting the amount of assistance the grantee may provide to a critical activity.

HUD waives the public benefit standards at 42 U.S.C. 5305(e)(3), 24 CFR 570.482(f)(1), (2), (3), (4)(i), (5), and (6), and 570.209(b)(1), (2), (3)(i), (4), and 24 CFR 1003.302(c) for all economic development activities. Paragraph (g) of 24 CFR 570.482 and paragraph (c) and (d) under 570.209 are also waived to the extent these provisions are related to public benefit. However, grantees that choose to take advantage of this optional waiver in lieu of complying with public benefit standards under the existing regulatory requirements shall be subject to the following condition: grantees shall collect and maintain documentation in the project file on the creation and retention of total jobs; the number of jobs within appropriate salary ranges, as determined by the grantee; the average amount of assistance provided per job, by activity or program; and the types of jobs. Additionally, grantees shall report the total number of jobs created and retained and the applicable national objective in the DRGR system.

III.D.7.d. *Section 3 worker eligibility and documentation requirements.* Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (Section 3) applies to CDBG–DR activities that are Section 3 projects, as defined at 24 CFR 75.3(a)(2). The purpose of Section 3 is to ensure that economic opportunities, most importantly employment, generated by certain HUD financial assistance shall be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing or residents of the community in which the Federal assistance is spent [25] All direct recipients of CDBG–DR funding must report Section 3 information through the DRGR system.

III.D.7.e. *Business relocation assistance.* Current requirements prevent program participants from providing assistance to a business to relocate from one labor market area to another if the relocation is likely to result in a significant loss of jobs in the labor market from which the business moved. This prohibition can be a critical barrier to reestablishing and rebuilding a displaced employment base after a major disaster. Therefore, 42 U.S.C. 5305(h), 24 CFR 570.210, 24 CFR 570.482(h), and 24 CFR 1003.209, are waived to allow a grantee to provide assistance to any business that was operating in the disaster-declared labor market area before the incident date of the applicable disaster and has since moved, in whole or in part, from the affected area to another State or to another labor market area within the same State to continue business.

III.D.7.f. *Underwriting.* Notwithstanding section 105(e)(1) of the HCDA (U.S.C. 5305(e)(1)), no CDBG–DR funds may be provided to a for-profit entity for an economic development project under section 105(a)(17) of the HCDA (U.S.C. 5305(a)(17)) unless such project has been evaluated and selected in accordance with guidelines developed by HUD pursuant to section 105(e)(2) of the HCDA (U.S.C. 5305(e)(2)) for evaluating and selecting economic development projects. Grantees and their subrecipients are required to comply with the underwriting guidelines in Appendix A of 24 CFR part 570 [26] if they are using grant funds to provide assistance to a for-profit entity for an economic development project under section 105(a)(17) of the HCDA (U.S.C. 5305(a)(17)).

III.D.7.g. *Limitation on use of funds for eminent domain.* CDBG–DR funds may not be used to support any Federal, State, or local projects that seek to use the power of eminent domain, unless eminent domain is employed only for a public use, or a waiver has been provided. For purposes of this paragraph, public use does not include economic development that primarily benefits private entities or CDBG–DR funded buyouts. The following is a public use for the purposes of eminent domain: any use of funds for (1) mass transit, railroad, airport, seaport, or highway projects; (2) utility projects that benefit or serve the general public, including energy related, communication-related, water related, and wastewater-related infrastructure; (3) other structures designated for use by the general public or which have other common-carrier or public-utility functions that serve the general public and are subject to regulation and oversight by the government; and (4) projects for the removal of an immediate threat to public health and safety, including the removal of a brownfield as defined in the Small Business Liability

[25] View HUD's guidance published in CPD Notice 2021–09, "Section 3 of the Housing and Urban Development Act of 1968, as amended by the Housing and Community Development Act of 1992, final rule requirements for CDBG, CDBG–CV, CDBG–DR, CDBG–MIT, NSP, Section 108, and RHP projects," as amended here *https://www.hud.gov/sites/dfiles/OCHCO/documents/2021-09cpdn.pdf.*

[26] View the underwriting guidelines are found at Appendix A of 24 CFR part 570 here: *https://www.ecfr.gov/current/title-24/part-570/appendix-Appendix* A to Part 570.

Relief and Brownfields Revitalization Act (Pub. L. 107–118). HUD has also determined that the development of housing for LMI persons is a public use for the purposes of eminent domain.

III.E. Ineligible Activities in CDBG–DR

Any activity that is not authorized under Section 105(a) of the HCDA (24 U.S.C. 5305(a)) is ineligible to be assisted with CDBG–DR funds, unless explicitly allowed by waiver and alternative requirement in the Universal Notice. Additionally, the uses described below are explicitly prohibited:

1. CDBG–DR funds cannot be used as compensation to beneficiaries (see section III.E.1.).

2. CDBG–DR funds cannot be used to force homeowners to pay off their remaining mortgage (see section III.E.2.).

III.E.1. *Prohibition on compensation.* Grantees may not use CDBG–DR funds to provide compensation to beneficiaries meaning that funds may not be provided to a beneficiary based on the estimated amount of loss from the declared disaster. However, grantees may reimburse disaster-impacted beneficiaries based on the pre-application costs incurred by the beneficiary for completing an activity that is eligible for reimbursement. Reimbursement of beneficiaries for eligible activity costs are subject to the requirements established in section III.B.14.a.

III.E.2. *Prohibition on forced mortgage payoff.* A forced mortgage payoff occurs when homeowners with an outstanding mortgage balance are required, under the terms of their loan agreement, to repay the balance of the mortgage loan before using assistance to rehabilitate or reconstruct their homes. CDBG–DR funds, however, shall not be used for a forced mortgage payoff. The ineligibility of a forced mortgage payoff with CDBG–DR funds does not affect HUD's longstanding guidance that when other non-CDBG disaster assistance is taken by lenders for a forced mortgage payoff, those funds are not considered to be available to the homeowner and do not constitute a DOB for the purpose of housing rehabilitation or reconstruction.

III.F. Performance Reviews

Under 42 U.S.C. 5304(e), the Secretary shall, at least on an annual basis, make such reviews and audits as may be necessary or appropriate to determine whether the grantee has carried out its activities in a timely manner (*i.e.,* meeting its expenditure deadline), whether the grantee's activities and certifications are carried out in accordance with the requirements and the primary objectives of the HCDA and other applicable laws, and whether the grantee has the continuing capacity to carry out those activities in a timely manner.

III.F.1. *Timely distribution and expenditure of funds.* HUD waives the provisions at 24 CFR 570.494 and 24 CFR 570.902 regarding timely distribution and expenditure of funds and establishes an alternative requirement providing that each grantee must expend 100 percent of its allocation within six years of the date HUD signs the grant agreement. HUD may extend the period of performance administratively, if good cause for such an extension is provided by the grantee and approved by HUD.[27] When the period of performance has ended, HUD will close out the grant and any remaining funds not expended by the grantee on appropriate programmatic purposes will be recaptured by HUD.

III.F.2. *Review of continuing capacity.* Upon a determination by HUD that the grantee has not carried out its CDBG–DR activities and certifications in accordance with the requirements in the Universal Notice, HUD will undertake a further review to determine if the grantee has the continuing capacity to carry out its activities in a timely manner. In making this determination, HUD will consider the nature and extent of the recipient's performance deficiencies, the actions taken by the recipient to address the deficiencies, and the success or likely success of such actions. HUD may then apply the following corrective and remedial actions as appropriate:

III.F.2.a. *Corrective and remedial actions.* To effectively administer the CDBG–DR program in a manner that facilitates recovery, particularly the alternative requirements permitting States to act directly to carry out eligible activities, HUD is waiving 42 U.S.C. 5304(e) to the extent necessary to establish the following alternative requirement: HUD may undertake corrective and remedial actions for States in accordance with the authorities for CDBG Entitlement grantees in subpart O (including corrective and remedial actions in 24 CFR 570.910, 570.911, and 570.913) or 24 CFR part 570, subpart I. In response to a deficiency, HUD may issue a warning letter followed by a recommended corrective action that may include a management plan which assigns responsibility for further administration of the grant to specific entities or persons. Failure to comply with a corrective action may result in the termination, reduction, or limitation of payments to grantees receiving CDBG–DR funds.

III.F.2.b. *Additional criteria and specific conditions to mitigate risk.* To ensure effective grantee implementation of the financial controls, procurement processes, and other procedures that are the subject of the certification by the Secretary, HUD has and may continue to establish specific criteria and conditions for each grant award as provided for at 2 CFR 200.206 and 200.208, respectively, to mitigate the risk of the grant. The Secretary shall specify any such criteria and the resulting conditions in the grant conditions governing the award. These criteria may include, but need not be limited to, a consideration of the internal control framework established by the grantee to ensure compliant implementation of its financial controls, procurement processes and payment of funds to eligible entities, as well as the grantee's risk management strategy for information technology systems established to implement CDBG–DR funded programs. Additionally, the Secretary may amend the grant conditions to mitigate risk of a grant award at any point at which the Secretary determines a condition to be required to protect the Federal financial interest or to advance recovery.

III.G. Grantee Reporting Requirements in the Disaster Recovery Grant Reporting (DRGR) System

The DRGR System is used to support HUDs oversight of grantees throughout the lifecycle of the grant through grantee submission of the public action plan, DRGR Action Plan, grantee reporting requirements, and drawing grant funds.

III.G.1. *Submitting the DRGR Action Plan.* The DRGR Action Plan is populated after the submission of both the optional Admin Action Plan and the required Action Plan (the submission process will be described in the applicable AAN). Both the Admin Action Plan and Action Plan are defined in section I.A. The DRGR Action Plan is the process a grantee undergoes to set up its detailed projects and activities within the DRGR system for HUD to track progress and compliance throughout the grant lifecycle and to facilitate the draw of CDBG–DR funds.

III.G.2. *Grantee reporting requirements in DRGR.* HUD waives the requirements for submission of a performance report pursuant to 42 U.S.C. 12708(a), 24 CFR 91.520, and annual status and evaluation reports

[27] View HUD's Policy Bulletin provides additional guidance for grantees that request an extension to the period of performance here: *https://www.hud.gov/sites/dfiles/CPD/documents/Policy-Bulletin-Periods-of-Performance-2023-09-14-Final.pdf.*

that are due each fiscal year under 24 CFR 1003.506(a). Alternatively, HUD establishes an alternative requirement that grantees enter information in the DRGR system on a quarterly basis, which is referred to as a performance report within the DRGR system (commonly referred to as the quarterly performance report (QPR)). Performance reports must be submitted on a quarterly basis until all funds have been expended and the grantee has reported on accomplishments and submitted all required materials for closeout. Once a grant is closed, grantees will shift to annual reporting as described in section III.B.12.e.(3).

III.G.2.a. *Maintain grantee records within DRGR.* The information in the DRGR system must contain sufficient detail to permit HUD's review of grantee performance and to enable remote review of grantee data to allow HUD to assess compliance and risk. Grantees must use the DRGR system to:

i. Enter projects into the DRGR Action Plan at a level of detail sufficient to allow HUD to determine grantee compliance: (1) appropriate activity type, (2) national objective, and (3) responsible entity;

ii. Document grantee's oversight of its disaster recovery projects through project level reporting (*e.g.,* summary information on grantees' monitoring visits and reports, audits, technical assistance);

iii. For direct benefit activities only, enter summary data on completed applications for assistance and the number of beneficiaries assisted for each activity each quarter in total and for the following subcategories: (1) persons with disabilities, (2) age, (3) familial status, (4) LEP persons, (5) LMI persons, (6) race, and (7) ethnicity; and

iv. If applicable, track program income receipts, disbursements, revolving loan funds, and leveraged funds.

III.G.2.b. *Timeline for submitting grantee's initial performance report.* The grantee's first performance report is due 30 calendar days after the first full calendar quarter after HUD signs the grant agreement.

III.G.2.c. *Quarterly submission of performance report in DRGR.* Grantees must submit a performance report through the DRGR system no later than 30 calendar days following the end of each calendar quarter. To submit a performance report, the DRGR Action Plan must be in "Reviewed and Approved" status in the DRGR system. Therefore, a grantee must submit any amendments (substantial or nonsubstantial) to the DRGR Action Plan at least 45 calendar days prior to the performance report deadline (*i.e.,* QPR deadline). For all activities, the address of each CDBG–DR assisted property must be recorded in the performance report. Once the grantee submits the performance report into DRGR, they should email their assigned HUD CPD staff member to confirm submission. HUD will review the submitted performance report with the HUD Performance Report Review Guide.

III.G.2.c.(i). *Reviewed and approved performance report.* Once the assigned HUD CPD staff member approves the performance report, the grantee must publish a version of the performance report that omits PII on the grantee's official disaster recovery website within three calendar days of HUD's approval.

III.G.2.c.(ii). *Rejected performance report.* If the grantee's assigned HUD CPD staff member identifies errors or gaps through the HUD Performance Report Review Guide, HUD may reject the performance review and indicate the areas that need to be corrected. The grantee must make the revisions within 30 calendar days and resubmit the performance review in DRGR. If the assigned HUD CPD staff member finds the updated performance review to be satisfactory, the grantee must publish a version of the performance review that omits PII reported in the performance review, as approved by HUD, within three calendar days of HUD approval. If a satisfactory performance report is not submitted in 30 calendar days, HUD may block access to CDBG–DR funds until a satisfactory performance report is submitted, or may withdraw and reallocate funding if HUD determines, after notice and opportunity for a hearing, that the jurisdiction did not submit a satisfactory performance report.

III.G.3. *Using DRGR to draw grant funds.* After the grantee's DRGR Action Plan is approved, the grantee can create and approve vouchers, also called drawdowns in DRGR at the activity level. DRGR is directly linked to the Line of Credit Control System (LOCCS), a Federal web-based system administered by the U.S. Treasury that allows grantees to request and receive funds obligated by HUD under a grant agreement as permitted by 2 CFR part 200, subpart E.

IV. Assistance Listing Numbers

The Assistance Listing Numbers (formerly known as the Catalog of Federal Domestic Assistance (CFDA) numbers) for the disaster recovery grants under the Universal Notice are as follows: 14.218; 14.228.

V. Finding of No Significant Impact

A Finding of No Significant Impact (FONSI) with respect to the environment has been made in accordance with HUD regulations at 24 CFR part 50, which implement section 102(2)(C) of the National Environmental Policy Act of 1969 (42 U.S.C. 4332(2)(C)). The FONSI is available online on HUD's CDBG–DR website at *https://www.hud.gov/program_offices/comm_planning/cdbg-dr* and for public inspection between 8 a.m. and 5 p.m. weekdays in the Regulations Division, Office of General Counsel, Department of Housing and Urban Development, 451 7th Street SW, Room 10276, Washington, DC, 20410–0500. Due to security measures at the HUD Headquarters building, an advance appointment to review the docket file must be scheduled by calling the Regulations Division at 202–708–3055 (this is not a toll-free number). HUD welcomes and is prepared to receive calls from individuals who are deaf or hard of hearing, as well as individuals with speech or communication disabilities. To learn more about how to make an accessible telephone call, please visit *https://www.fcc.gov/consumers/guides/telecommunications-relay-service-trs.*

Adrianne R. Todman,

Deputy Secretary Performing the Duties of the Secretary of HUD.

Appendix A. Certifications Waiver and Alternative Requirement for Admin Action Plan Submission

Each grantee choosing to submit an Admin Action Plan must complete the certifications listed within this appendix and submit it with the Admin Action Plan.

Sections 104(b)(4), (c), and (m) of the HCDA (42 U.S.C. 5304(b)(4), (c), and (m)), sections 106(d)(2)(C) and (D) of the HCDA (42 U.S.C. 5306(d)(2)(C) and (D)), and section 106 of the Cranston-Gonzalez National Affordable Housing Act (42 U.S.C. 12706), and regulations at 24 CFR 91.225 and 91.325 are waived and replaced with the alternative requirement in section I.B.5.

Additionally, HUD is waiving section 104(a)–(c) and (d)(1) of the HCDA (42 U.S.C. 5304), section 106(c)(1) and (d) of the HCDA (42 U.S.C. 5306), section 210 of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended ("the Uniform Act") (42 U.S.C. 4630), section 305 of the Uniform Act (42 U.S.C. 4655), and regulations at 24 CFR 91.225(a)(2), (6), and (7), 91.225(b)(7), 91.325(a)(2), (6), and (7), 49 CFR 24.4(a), and 24 CFR 42.325 only to the extent necessary to allow grantees to receive a portion of their allocation for program administrative costs before submitting other statutorily required certifications. Each grantee receiving an allocation under an AAN must make the following certifications with its Admin Action Plan:

a. Compliance with Anti-discrimination Laws—The grantee certifies that the grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), the Fair Housing Act (42 U.S.C. 3601–3619), and implementing regulations.

b. Affirmatively Further Fair Housing: The grantee certifies that it will affirmatively further fair housing.

c. Anti-Lobbying: The grantee certifies its compliance with the restrictions on lobbying required by 24 CFR part 87, together with disclosure forms, if required by part 87.

d. Authority of Grantee: The grantee certifies that the Admin Action Plan for disaster recovery is authorized under State and local law (as applicable) and that the grantee, and any entity or entities designated by the grantee, and any contractor, subrecipient, or designated public agency carrying out an activity with CDBG–DR funds, possess(es) the legal authority to carry out the program for which it is seeking funding, in accordance with applicable HUD regulations as modified by waivers and alternative requirements.

e. Consistency with the Action Plan: The grantee certifies that activities to be undertaken with CDBG–DR funds are consistent with its Admin Action Plan.

f. Citizen Participation: The grantee certifies that it is following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.115 or 91.105 (except as provided for in waivers and alternative requirements). Also, each local government receiving assistance from a State grantee must follow a detailed citizen participation plan that satisfies the requirements of 24 CFR 570.486 (except as provided for in waivers and alternative requirements).

g. Use of Funds: The grantee certifies that it is complying with each of the following criteria:

(1) Purpose of the Funds. Funds will be used solely for necessary expenses related to disaster relief, long-term recovery, restoration of infrastructure and housing, economic revitalization, and mitigation in the most impacted and distressed areas for which the President declared a major disaster pursuant to the Stafford Act (42 U.S.C. 5121 *et seq.*).

(2) Maximum Feasibility Priority. With respect to activities expected to be assisted with CDBG–DR funds, the Admin Action Plan has been developed so as to give the maximum feasible priority to activities that will benefit low- and moderate-income families.

(3) Overall benefit. The aggregate use of CDBG–DR funds shall principally benefit low- and moderate-income families in a manner that ensures that at least 70 percent (or another percentage permitted by HUD in a waiver) of the grant amount is expended for activities that benefit such persons.

(4) Special Assessment. The grantee will not attempt to recover any capital costs of public improvements assisted with CDBG–DR grant funds, 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: (a) the grant funds 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 this title; or (b) for purposes of assessing any amount against properties owned and occupied by persons of moderate income, the grantee certifies to the Secretary that it lacks sufficient CDBG funds (in any form) to comply with the requirements of clause (a).

h. Excessive Force: The grantee certifies that it has adopted and is enforcing the following policies, and, in addition, State grantees must certify that they will require local governments that receive their grant funds to certify that they have adopted and are enforcing:

(1) A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations; and

(2) A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location that is the subject of such nonviolent civil rights demonstrations within its jurisdiction.

i. Grant Timeliness: The grantee certifies that it (and any subrecipient or administering entity) currently has or will develop and maintain the capacity to carry out disaster recovery activities in a timely manner and that the grantee has reviewed the requirements applicable to the use of grant funds.

j. Environmental Requirements: The grantee certifies that it will comply with environmental requirements at 24 CFR part 55 (as applicable) and 24 CFR part 58.

k. Compliance with Laws: The grantee certifies that it will comply with the provisions of title I of the HCDA and with other applicable laws.

Appendix B. Certifications Waiver and Alternative Requirement for Action Plan Submission.

Sections 104(b)(4), (c), and (m) of the HCDA (42 U.S.C. 5304(b)(4), (c) and (m)), sections 106(d)(2)(C) and (D) of the HCDA (42 U.S.C. 5306(d)(2)(C) and (D)), and section 106 of the Cranston-Gonzalez National Affordable Housing Act (42 U.S.C. 12706), and regulations at 24 CFR 91.225 and 91.325 are waived and replaced with the following alternative. Each grantee receiving an allocation under an AAN must make the following certifications with its action plan:

a. Compliance with Anti-discrimination Laws—The grantee certifies that the grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), the Fair Housing Act (42 U.S.C. 3601–3619), and implementing regulations.

b. Affirmatively Further Fair Housing—The grantee certifies it will affirmatively further fair housing.

c. Uniform Relocation Act and Residential Anti-displacement and Relocation Plan—The grantee certifies that it:

(1) will comply with the acquisition and relocation requirements of the Uniform Act, and implementing regulations at 49 CFR part 24, as such requirements may be modified by waivers or alternative requirements;

(2) has in effect and is following a RARAP in connection with any activity assisted with CDBG–DR grant funds that fulfills the requirements of Section 104(d), 24 CFR part 42, and 24 CFR part 570, as amended by waivers and alternative requirements.

d. Anti-Lobbying—The grantee certifies its compliance with the restrictions on lobbying required by 24 CFR part 87, together with disclosure forms, if required by part 87.

e. Authority of Grantee—The grantee certifies that the Action Plan for disaster recovery is authorized under State and local law (as applicable) and that the grantee, and any entity or entities designated by the grantee, and any contractor, subrecipient, or designated public agency carrying out an activity with CDBG–DR funds, possess(es) the legal authority to carry out the program for which it is seeking funding, in accordance with applicable HUD regulations as modified by waivers and alternative requirements.

f. Consistency with the Action Plan—The grantee certifies that activities to be undertaken with CDBG–DR funds are consistent with its action plan.

g. Section 3—The grantee certifies that it will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR part 75.

h. Citizen Participation—The grantee certifies that it is following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.115 or 91.105 (except as provided for in waivers and alternative requirements). Also, each local government receiving assistance from a State grantee must follow a detailed citizen participation plan that satisfies the requirements of 24 CFR 570.486 (except as provided for in waivers and alternative requirements).

i. Consultation with Local Governments (STATE ONLY)—State grantee certifies that it has consulted with all disaster-affected local governments (including any CDBG entitlement grantees), Indian Tribes, and any local public housing authorities in determining the use of funds, including the method of distribution of funding, or activities carried out directly by the State.

j. Use of Funds—The grantee certifies that it is complying with each of the following criteria:

(1) Purpose of the funding. Funds will be used solely for necessary expenses related to disaster relief, long-term recovery, restoration of infrastructure and housing, economic revitalization, and mitigation in the most impacted and distressed areas for which the President declared a major disaster pursuant to the Stafford Act (42 U.S.C. 5121 *et seq.*).

(2) Maximum Feasibility Priority. With respect to activities expected to be assisted with CDBG–DR funds, the Action Plan has been developed so as to give the maximum feasible priority to activities that will benefit low- and moderate-income families.

(3) Overall benefit. The aggregate use of CDBG–DR funds shall principally benefit low- and moderate-income families in a manner that ensures that at least 70 percent

(or another percentage permitted by HUD in a waiver) of the grant amount is expended for activities that benefit such persons.

(4) Special Assessment. The grantee will not attempt to recover any capital costs of public improvements assisted with CDBG–DR grant funds, 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: (a) disaster recovery grant funds 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 this title; or (b) for purposes of assessing any amount against properties owned and occupied by persons of moderate income, the grantee certifies to the Secretary that it lacks sufficient CDBG funds (in any form) to comply with the requirements of clause (a).

k. Excessive Force—The grantee certifies that it has adopted and is enforcing the following policies, and, in addition, State grantees must certify that they will require local governments that receive their grant funds to certify that they have adopted and are enforcing:

(1) A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations; and

(2) A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location that is the subject of such nonviolent civil rights demonstrations within its jurisdiction.

l. Grant Timeliness—The grantee certifies that it (and any subrecipient or administering entity) currently has or will develop and maintain the capacity to carry out disaster recovery activities in a timely manner and that the grantee has reviewed the requirements applicable to the use of grant funds.

m. Lead-Based Paint—The grantee certifies that its activities concerning lead-based paint will comply with the requirements of 24 CFR part 35, subparts A, B, J, K, and R.

n. Environmental Requirements—The grantee certifies that it will comply with environmental requirements at 24 CFR part 55 (as applicable) and 24 CFR part 58.

o. Compliance with Laws—The grantee certifies that it will comply with the provisions of title I of the HCDA and with other applicable laws.

p. Order of Assistance—The grantee certifies that it will comply with the statutory order of assistance listed in Appendix C paragraph 9 and will verify if FEMA or USACE funds are available for an activity, or the costs are reimbursable by FEMA or USACE before awarding CDBG–DR assistance for the costs of carrying out the same activity.

Appendix C. Duplication of Benefits (DOB)

Appendix C Outline

1. *Introduction.*
2. *The Stafford Act.*
3. *CDBG–DR Appropriations Acts and* ***Federal Register*** *Notices.*
4. *Basic DOB calculation framework.*
4.a. *Assess applicant's total need.*
4.b. *Identify total assistance.*
4.c. *Exclude non-duplicative amounts.*
4.c.(i). *Funds for a different purpose.*
4.c.(ii). *Funds for the same purpose, different allowable use.*
4.d. *Identify DOB amount and calculate the CDBG–DR award.*
4.e. *Reassess unmet need when necessary.*
5. *Necessary and reasonable requirements.*
6. *Special considerations.*
7. *Subsidized loans.*
8. *Exceptions when subsidized loans are not a duplication.*
8.a. *Short-term subsidized loans for pre-award costs incurred by grantees or subrecipients that are later reimbursed with CDBG–DR.*
8.b. *Declined or cancelled subsidized loans.*
9. *Order of assistance.*
10. *Multiple disasters.*
11. *DOB recordkeeping.*
12. *Agreement to repay.*
13. *Collecting a duplication.*
13.a. *Not in the best interest of the Federal government to collect.*

Appendix C. Duplication of Benefits (DOB)

1. *Introduction.* CDBG–DR grants are one of multiple Federal sources which assist disaster recovery. These sources of Federal assistance often can be used for the same purposes by grantees and disaster survivors. For this reason, the Stafford Act (42 U.S.C. 5121–5207) and CDBG–DR appropriations acts require HUD and its grantees to coordinate with other Federal agencies that provide disaster assistance to prevent the DOB. The Stafford Act's prohibition on DOB aims to ensure that Federal assistance serves only to "supplement insurance and other forms of disaster assistance" (42 U.S.C. 5170).

CDBG–DR grantees must prevent DOB when carrying out eligible activities. A duplication occurs when a person, household, business, or other entity receives disaster assistance from multiple sources for the same recovery purpose, and the total assistance received for that purpose is more than the total need. The amount of the DOB is the amount received in excess of the total need for the same purpose. When the total need for eligible activities is more than total assistance for the same purpose, the difference between these amounts is an "unmet need." Grantees must limit the awarding of CDBG–DR assistance to unmet needs for eligible activities to prevent a DOB. Because the Universal Notice permits reimbursement, as described in section III.B.14., unmet needs can include amounts needed for reimbursement.

2. *The Stafford Act.* The Stafford Act is the primary legal authority establishing the framework for the Federal government to provide disaster and emergency assistance.

Section 312 of the Stafford Act directs Federal agencies that provide disaster assistance to assure that people, businesses, or other entities do not receive financial assistance that duplicates any part of their disaster loss covered by insurance or another source (42 U.S.C. 5155(a)). Section 312 also makes recipients of Federal disaster assistance liable for repayment of the amount of Federal disaster assistance that duplicates benefits available for the same purpose from another source (42 U.S.C. 5155(c)).

The Stafford Act also provides that when assistance covers only a part of the recipient's disaster needs, additional assistance to cover needs not met by other sources will not cause a DOB (42 U.S.C. 5155(b)(3)). Therefore, CDBG–DR assistance may only pay for eligible activities to address unmet needs. This section advises grantees on the calculation of unmet needs through a DOB analysis.

3. *CDBG–DR Appropriations Acts and* ***Federal Register*** *Notices.* CDBG–DR funds are made available for "necessary expenses" by appropriations acts that contain statutory requirements on the use of the grant funds. Grantees are subject to the requirements of the appropriations acts, the applicable AAN, and the Universal Notice.

4. *Basic DOB calculation framework.* The Stafford Act requires a fact specific inquiry into assistance received by each applicant. The Universal Notice refers to the subject of a DOB review as an "applicant" or "CDBG–DR applicant" and uses the term "applicant" to include individuals, businesses, households, or other entities that apply to the grantee or a subrecipient for CDBG–DR assistance, as well as entities that use CDBG–DR assistance for an activity without submitting an application (*e.g.,* the department or agency of the grantee administering the grant, other State or local departments or agencies, or local governments).

A grantee is prohibited from making a blanket determination that CDBG–DR assistance under one of its programs or activities does not duplicate another category or source of assistance. The grantee must conduct an individualized review (*i.e.,* a DOB analysis) for each applicant to determine that the amount of assistance will not cause a DOB by exceeding the unmet needs of that applicant. A review specific to each applicant is necessary because assistance available to each applicant varies widely based on individual insurance coverage, eligibility for various sources of assistance, and other factors.

This section establishes the primary considerations that must be part of a DOB analysis when providing CDBG–DR assistance, and a framework for analyzing need and avoiding DOB when calculating awards. CDBG–DR grantees have discretion to develop policies and procedures that tailor their DOB analyses to their own programs and activities so long as the grantee's policies and procedures are consistent with the requirements of the Universal Notice. If the grantee modifies its DOB procedures after the Secretary certifies that the grantee's DOB procedures are adequate, the grantee's modified procedures must meet the standards identified here in Appendix C. and section II.A.1.e. of the Universal Notice.

4.a. *Assess applicant's total need.* A grantee must determine an applicant's total need. A grantee's DOB analysis must reflect the applicant's current need (*i.e.,* total need) at the time the grantee is conducting the DOB

analysis and calculating the amount of CDBG–DR assistance the applicant is eligible to receive. However, if the grantee's Action Plan permits CDBG–DR assistance to reimburse costs of CDBG–DR eligible activities undertaken by the applicant before submitting an application, the total need also includes these costs. Generally, total need is calculated without regard to the grantee's program-specific caps on the amount of assistance.

For rehabilitation, reconstruction, or new construction activities, the need can be reasonably documented using construction cost estimates.

For recovery programs of the grantee that do not entail physical rebuilding, such as special economic development activities to provide an affected business with working capital, the total need will be determined by the requirements or parameters of the program or activity. For special economic development activities, total need should be guided by standard underwriting guidelines (when required by section III.D.7.f.). CDBG–DR grantees and subrecipients must comply with the underwriting guidelines in Appendix A of 24 CFR part 570 when assisting a for-profit entity as part of a special economic development project.

The grantee's assessment of total need must consider in-kind donations of materials or services that are known to the grantee at the time it conducts an applicant's DOB analysis and makes the CDBG–DR award. In-kind donations are non-cash contributions, such as donations of professional services, use of construction equipment, or contributions of building materials. In-kind donations are not "financial assistance" that creates a DOB under the Stafford Act, but they can reduce the applicant's total need by reducing projected CDBG–DR activity costs. When applicable, grantees must determine the value of any in-kind donations that would reduce the CDBG–DR activity costs and adjust the applicant's total need accordingly.

4.b. *Identify total assistance.* To calculate DOB, grantees are required to identify "total assistance." For the Universal Notice, total assistance includes all reasonably identifiable financial assistance available to an applicant.

Total assistance includes resources such as cash awards, insurance proceeds, grants, and subsidized loans received by or available to each CDBG–DR applicant, including awards under local, State, or Federal programs, and from private or nonprofit charity organizations. At a minimum, the grantee's efforts to identify total assistance must include a review to determine whether the applicant received FEMA, SBA, insurance, and any other major forms of assistance (*e.g.,* State disaster assistance programs) generally available to applicants.

Total assistance does not include personal assets such as money in a checking or savings account (excluding insurance proceeds or disaster assistance deposited into the applicant's account), retirement accounts, credit cards and lines of credit, in-kind donations (although these non-cash contributions can reduce the total need when known to the grantee), and private loans.

For the Universal Notice, a private loan is a loan that is not provided by or guaranteed by a governmental entity, and that requires the CDBG–DR applicant (the borrower) to repay the full amount of the loan (principal and interest) under typical commercial lending terms, *e.g.,* the loan is not forgivable. For DOB analyses, private loans are not financial assistance and need not be considered in the DOB calculation, regardless of whether the borrower is a person or entity.

By contrast, subsidized loans are considered financial assistance unless an exception applies (see paragraph 8.a. or 8.b.).

Total assistance includes available assistance. Assistance is available if an applicant: (1) would have received it by acting in a reasonable manner, or in other words, by taking the same practical steps toward funding recovery as would disaster survivors faced with the same situation but not eligible to receive CDBG–DR assistance; (2) has received the assistance and has legal control over it, or (3) anticipates receiving assistance that has been awarded and accepted, but has not received it yet. For example, if a local government seeks CDBG–DR assistance to fund part of a project that also has been awarded FEMA Hazard Mitigation Grant Program (HMGP) assistance, the entire HMGP award must be included in the calculation of total assistance even if FEMA obligates the first award increment for the project, but subsequent increments remain unfunded until certain project milestones are met.

Applicants for CDBG–DR assistance are expected to seek insurance or other assistance to which they are legally entitled under existing policies and contracts, and to behave reasonably when negotiating payments to which they may be entitled. For example, it may be reasonable for an applicant to elect to receive an immediate lump sum insurance settlement based on the estimated cost of rehabilitation instead of waiting for a longer period of time for the insurance company to calculate reimbursement based on actual replacement costs, even if the reimbursement based on actual costs would exceed the lump sum insurance settlement.

HUD generally considers assistance to be available if it is awarded to the applicant but is administered by another party instead of being directly deposited with the applicant. For example, if an entity administering homeowner rehabilitation assistance pays a contractor directly to complete the rehabilitation, the assistance is still considered available to the applicant.

By contrast, funds that are not available to an applicant must be excluded from the DOB analysis when identifying total assistance. For example, insurance or rehabilitation assistance received by a previous owner of a disaster damaged housing unit is not available to a current owner that acquired the unit by sale or transfer (including a current owner that inherited the unit as a result of the death of the previous owner) unless the current owner is a co-recipient of that assistance.

Funds are not available to an applicant if the applicant does not have legal control of the funds when they are received. For example, if a homeowner's mortgage requires insurance proceeds to be applied to reduce the unpaid mortgage principal, then the lender/mortgage holder (not the homeowner) has legal control over those funds. The homeowner is legally obligated to use insurance proceeds for the purpose of reducing the unpaid mortgage principal and does not have a choice in using them for any other purpose, such as to rehabilitate the house. Under these circumstances, insurance proceeds do not reduce CDBG–DR rehabilitation assistance eligibility.

Alternatively, if a lender requires use of insurance for rehabilitation, or a disaster-affected homeowner chooses to apply insurance proceeds received for damage to the building to reduce an unpaid mortgage principal, these insurance proceeds are considered available assistance to the applicant and may reduce the amount of CDBG–DR funds the grantee can provide for rehabilitation.

4.c. *Exclude non-duplicative amounts.* Once a grantee has determined the total need and the total assistance, the grantee then determines if it must exclude non-duplicative amounts of financial assistance (known as "exclusions") from the applicant's total assistance to calculate the DOB amount. Grantees must exclude amounts that are: (1) provided for a different purpose than the CDBG–DR assistance; or (2) provided for the same purpose as the CDBG–DR assistance, but for a different, allowable use (cost). The "purpose" of the assistance is the purpose for which the funds were provided by the entity that offered the financial assistance. Below, each of these categories is explained in greater detail.

4.c.(i). *Funds for a different purpose.* Any assistance provided for a different purpose than the CDBG–DR assistance (*i.e.,* the CDBG–DR eligible activity) or a general, non-specific purpose (*e.g.,* "disaster relief/recovery") must be excluded from the total assistance when calculating the DOB amount.

Insurance proceeds for damage or destruction of a building are funds for the same purpose as CDBG–DR assistance to rehabilitate or reconstruct that building. On the other hand, grantees may exclude, as non-duplicative, insurance proceeds provided for a different purpose (*e.g.,* insurance proceeds for loss of contents and personal property, or insurance proceeds for loss of buildings (such as a detached garage) that the grantee has determined it will not assist with CDBG–DR funds). However, a grantee may treat all insurance proceeds as duplicative assistance if it is impractical to identify the portion of insurance proceeds that are for a different purpose than the CDBG–DR assistance.

Similarly, CDBG–DR assistance paid to a homeowner as a housing incentive for the purpose of inducing the homeowner to sell the home to the grantee (*e.g.,* in conjunction with a buyout) are for a different purpose than funds provided for interim housing (*e.g.,* temporary assistance for rental housing during a period when a household is unable to reside in its home). In such a case, interim housing assistance may be excluded from the final DOB calculation as non-duplicative of funds paid for the housing incentive.

4.c.(ii). *Funds for the same purpose, different allowable use.* Assistance provided for the same purpose as the CDBG–DR assistance (*i.e.,* the CDBG–DR eligible activity) must be excluded when calculating the DOB amount if the applicant can document that the actual specific use of the assistance was allowable and for a different use (cost) than the CDBG–DR assistance. For example, an applicant uses financial assistance provided for housing rehabilitation to replace the roof and the CDBG–DR assistance is used to rehabilitate the house's interior. The financial assistance to replace the roof can be excluded from the DOB analyses as funds for a "different allowable use" even though the CDBG–DR assistance is provided for the same purpose (rehabilitation).

When excluding this type of non-duplicative assistance, grantees must identify and document the purpose of the assistance for which the funds were provided and how the funds were used by the applicant. Grantees are advised to consult with HUD to determine what documentation is appropriate in this circumstance. As a starting point, grantees should consider whether the source of the assistance requires beneficiaries to maintain documentation of how the assistance was used.

Whether the use of the non-CDBG–DR assistance is an allowable use depends on the rules imposed by the source that provided the assistance. For example, assume that a CDBG–DR grantee is administering a homeowner rehabilitation program and an applicant to the program can document that he/she previously received and used FEMA funds for interim housing costs (*i.e.,* rent). If the grantee can document that FEMA permitted the applicant to use its assistance for the general purpose of meeting any housing need, the CDBG–DR grantee can exclude the FEMA assistance used for interim housing (*e.g.,* a different allowable use) as non-duplicative of the CDBG–DR assistance for rehabilitation.

If, on the other hand, the grantee has documentation that FEMA limited the use of FEMA funds to housing rehabilitation, then the full amount of the FEMA assistance must be considered for the specific purpose of housing rehabilitation and cannot be excluded if the applicant used those funds for interim housing. If interim housing is not an allowable use, the amount of the FEMA housing rehabilitation assistance used for interim housing is considered a DOB. If the grantee thinks the actual use of the FEMA assistance may be allowable, the CDBG–DR grantee should contact FEMA for clarification.

Assistance provided for the purpose of housing rehabilitation are funds for the same purpose as CDBG–DR rehabilitation assistance. However, the grantee can exclude assistance used for different costs of the rehabilitation, which are a different allowable use (rehabilitation costs not assisted with CDBG–DR).

Assistance provided for temporary or minor rehabilitation are funds for the same purpose as CDBG–DR rehabilitation assistance but may or may not constitute a DOB. If the assistance is used for minor or temporary rehabilitation to enable the applicant to live in their home instead of moving to temporary housing until rehabilitation can be completed, the grantee can undertake the remaining work necessary to complete rehabilitation. Further, the grantee's assessment of total need at the time of application may include the costs of replacing temporary materials with permanent construction and of completing mold remediation by removing drywall installed with other assistance. These types of costs to modify partially completed rehabilitation that the grantee determines are necessary to comply with the requirements of CDBG–DR assistance do not duplicate other assistance used for the partial rehabilitation.

Grantees are encouraged to contact HUD for further guidance in cases when it is unclear whether non-CDBG–DR assistance for the same general purpose can be excluded from the DOB calculation because it was used for a different allowable use.

4.d. *Identify DOB amount and calculate the CDBG–DR award.* The total DOB amount (*i.e.,* the duplicative assistance) is calculated by subtracting the exclusions from the applicant's total assistance. Therefore, to calculate the maximum CDBG–DR award amount, the grantee must: (1) identify total need; (2) identify total assistance; (3) subtract exclusions from total assistance to determine the DOB amount; and (4) subtract the DOB amount from the applicant's total need to determine the maximum CDBG–DR award amount, which is normally equivalent to the applicant's unmet need.

Note, there are several considerations that may change the maximum CDBG–DR award amount.

First, the grantee is required to impose an award cap that limits the amount of assistance an applicant is eligible to receive, this may reduce the potential CDBG–DR assistance available to the applicant.

Second, the grantee may increase the amount of an award if the applicant agrees to repay duplicative assistance it receives in the future (unless prohibited by a statutory order of assistance, as in the requirement to use FEMA or USACE assistance before CDBG–DR assistance discussed in section III.D. and here in Appendix C paragraph 9). Section 312(b) of the Stafford Act permits a grantee to provide CDBG–DR assistance to an applicant who is or may be entitled to receive assistance that would be duplicative if: (1) the applicant has not received the other assistance at the time the CDBG–DR grantee makes its award; and (2) the applicant agrees to repay the CDBG–DR grantee for any duplicative assistance once it is received. The agreement to repay from future funds may enable a faster recovery in cases when other sources of assistance are delayed (*e.g.,* due to insurance litigation). HUD requires all grantees to enter into agreements with applicants before the applicant receives CDBG–DR assistance.

Third, the applicant's CDBG–DR award may increase if a reassessment shows that the applicant has additional unmet need.

4.e. *Reassess unmet need when necessary.* Long-term disaster recovery is a process, and applicants' recovery needs can change over time. An applicant's total need is calculated based on need estimates at a point in time and often represents the applicant's need at the time the DOB analysis is conducted by the grantee. As a result, a subsequent change in an applicant's circumstances can affect the applicant's total need and lead to additional unmet need or needs that were not met by CDBG–DR and other sources of assistance. Oftentimes, additional unmet need does not become apparent until after CDBG–DR assistance has been provided. Examples may include: a subsequent disaster that causes further damage to a partially rehabilitated home or business; an increase in the cost of construction materials; vandalism; contractor fraud; or theft of materials. Unmet need may also change if other resources become available to pay for costs of the activity (such as FEMA or USACE) and reduce the need for CDBG–DR assistance.

To the extent that the applicant's total need was not fully met or was exacerbated by factors beyond the control of the applicant, the grantee may provide additional CDBG–DR funds to meet the increased unmet need.

Grantees must be able to identify and document additional unmet needs, for example, by completing a professional inspection to verify the revised estimate of costs to rehabilitate or reconstruct damaged property.

5. *Necessary and reasonable requirements.* The Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in subpart E of 2 CFR part 200 (the Cost Principles) applicable to all CDBG–DR grantees and their subrecipients require that costs are necessary and reasonable. The Cost Principles are made applicable to States by 24 CFR 570.489(p) and to local governments through 24 CFR 570.502. State grantees are also subject to 24 CFR 570.489(d), which requires that States shall have fiscal and administrative requirements to ensure that grant funds are used "for reasonable and necessary costs of operating programs."

Under the Cost Principles, a cost assigned to a grant "is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost" (2 CFR 200.404).

Grantees must consider factors described at 2 CFR 200.404(a) through (e) when determining which types and amounts of cost items are necessary and reasonable. Based on these factors, HUD generally presumes that if a cost has been paid by another source, charging it to the Federal award violates the necessary and reasonable standard unless grant requirements permit reimbursement.

6. *Special considerations.* The potential for DOB arises most frequently under homeowner rehabilitation programs but is not limited solely to that type of activity. The following examples do not form an exhaustive list of all CDBG–DR funded programs or activities. They are included to illustrate instances when duplicative assistance can occur when assisting other recovery activities:

a. Assistance to businesses. Many grantees carry out economic revitalization programs that provide working capital assistance to

businesses. Generally, working capital assistance is calculated after assessing a business's ability to use its current assets to pay its current liabilities. The grantee's DOB analysis must consider total assistance, which includes all sources of financial assistance available to the applicant to pay a portion of liabilities that will become due. For example, a downtown business alliance might award business recovery grants from its funds to cover some of the same liabilities. Even if the downtown business alliance does not call its assistance "working capital" assistance, the amount the business received from the downtown business alliance to pay the same costs as the CDBG–DR funds is a DOB. Therefore, a grantee's basis for calculating CDBG–DR economic development assistance and the purposes for which the applicant can use the assistance should be clearly identified so that grantees can prevent a DOB. As discussed above, assets such as cash and cash equivalents (excluding deposits of insurance proceeds or other disaster assistance), inventories, short-term investments and securities, accounts receivable, and other assets of the business are not financial assistance, although those assets may be relevant to underwriting.

b. Assistance for infrastructure. State grantees may assist State or local government entities by providing funding to restore infrastructure (public facilities and improvements) after a disaster. CDBG–DR funds used directly by State and local governments for public facilities and improvements, or other purposes are also subject to the DOB requirements of the Stafford Act. For example, a wastewater treatment facility owned by a local government may need to be rehabilitated. In this instance, total assistance, for a DOB analysis, would not only include any other Federal assistance available to rehabilitate the facility, but it must also include any local funds that are available for this activity. And if local funds were previously designated or planned for the activity, but are no longer available, the grantee should document that the local government recipient does not have funds set aside for the activity in any capital improvement plan (or similar document showing planned use of funds).

c. Payments made under the Uniform Act. A displaced person (as defined under 49 CFR 24.2(a) is eligible for rental assistance payments under the Uniform Act. Relocation payments made under the URA, as well as under CDBG's optional relocation assistance provisions of 24 CFR 570.606(d), are subject to DOB requirements in the Universal Notice, as well as DOB requirements under the URA that prohibit payments for the same "purpose and effect" as another payment to a displaced person (49 CFR 24.3). To comply with CDBG–DR DOB requirements, before issuance of rental assistance payments required by the URA, grantees must complete a DOB analysis. For example, a CDBG–DR grantee must check FEMA assistance data to determine that FEMA did not provide rental assistance payments during the same time period (under the Uniform Act or as part of a FEMA Individual Assistance Award). Please note that while CDBG–DR funds cannot duplicate other assistance for the same purpose, advisory services and the provision of notices required under the Uniform Act are not subject to this analysis because they are not financial assistance to the person, and therefore must be provided in accordance with the Uniform Act.

7. *Subsidized Loans.* For the Universal Notice, subsidized loans (including forgivable loans) are loans other than private loans. Subsidized loans are assistance that must be included in the DOB analysis, unless an exception applies. Paragraph 8 discusses these exceptions and related requirements for the treatment of subsidized loans in a DOB analysis. The full amount of a subsidized loan available to the applicant for the same purpose as CDBG–DR assistance is assistance that must be included in the DOB calculation unless one of the exceptions in paragraph 8 applies. A subsidized loan is available when it is accepted, meaning that the borrower has signed a note or other loan document that allows the lender to advance loan proceeds. Both SBA and FEMA provide subsidized loans for disaster recovery. Note that the statutory order of assistance provision pertaining to assistance from FEMA and USACE applies to grants and subsidized loans made by these agencies. Subsidized loans may also be available from other sources.

Subsidized loans are financial assistance and therefore can duplicate financial assistance provided from another source unless an exception in paragraph 8 applies.

8. *Exceptions when subsidized loans are not a duplication.* When an exception described in 8.a. or 8.b. applies, documentation required by those paragraphs must be maintained by the grantee.[28] Without this documentation, any approved but undisbursed portion of a subsidized loan must be included in the grantee's calculation of the total assistance amount unless another exception applies.

8.a. *Short-term subsidized loans for pre-award costs incurred by grantees or subrecipients that are later reimbursed with CDBG–DR.* CDBG–DR funds may be used to reimburse pre-award costs of the grantee or subrecipient for eligible activities on or after the date of the disaster. If the grantee or subrecipient obtained a subsidized short-term loan (*e.g.,* bridge loans) to pay for eligible costs before CDBG–DR funds became available (*e.g.,* a low-interest loan from a local tax increment financing fund), the reimbursement of the costs paid by the loan does not create a duplication.

8.b. *Declined or cancelled subsidized loans.* The amount of a subsidized loan that is declined or cancelled is not a DOB. To exclude declined or cancelled loan amounts from the DOB calculation, the grantee must document that all or a portion of the subsidized loan is cancelled or declined.

(1) *Declined SBA Loans:* Declined loan amounts are loan amounts that were approved or offered by a lender in response to a loan application, but were turned down by the applicant, meaning the applicant never signed loan documents to receive the loan proceeds.

CDBG–DR grantees shall not treat declined subsidized loans, including declined SBA loans, as a DOB (but are not prohibited from considering declined subsidized loans for other reasons, such as underwriting). A grantee is only required to document declined loans if information available to the grantee (*e.g.,* the data the grantee receives from FEMA, SBA, or other sources) indicates that the applicant received an offer for subsidized loan assistance, and the grantee is unable to determine from that available information that the applicant declined the loan. If the grantee is aware that the applicant received an offer of loan assistance and cannot ascertain from available data that the applicant declined the loan, the grantee must obtain a written certification from the applicant that the applicant did not accept the subsidized loan by signing loan documents and did not receive the loan.

(2) *Cancelled Loans:* Cancelled loans are loans (or portions of loans) that were initially accepted, but for a variety of reasons, all or a portion of the loan amount was not disbursed and is no longer available to the applicant.

The cancelled loan amount is the amount that is no longer available. The loan cancellation may be due to default of the borrower, agreement by both parties to cancel the undisbursed portion of the loan, or expiration of the term for which the loan was available for disbursement. The following documentation is sufficient to demonstrate that any undisbursed portion of an accepted subsidized loan is cancelled and no longer available: (a) a written communication from the lender confirming that the loan has been cancelled and undisbursed amounts are no longer available to the applicant; or (b) a legally binding agreement between the CDBG–DR grantee (or local government, Indian Tribe, or subrecipient administering the CDBG–DR assistance) and the applicant that indicates that the period of availability of the loan has passed and the applicant agrees not to take actions to reinstate the loan or draw any additional undisbursed loan amounts. For cancelled SBA loans, the grantee must notify the SBA that the applicant has agreed to not take any actions to reinstate the cancelled loan or draw any additional undisbursed loan amounts.

9. *Order of assistance.* CDBG–DR appropriations acts generally include a statutory order of assistance for Federal agencies. Although the language may vary among appropriations, the statutory order of assistance typically provides that CDBG–DR funds may not be used for activities reimbursable by or for which funds are made available by FEMA or USACE. This means that grantees must verify whether FEMA or USACE funds are available for an activity (*i.e.,* the application period is open) or the costs are reimbursable by FEMA or USACE (*i.e.,* the grantee may receive FEMA or USACE assistance to reimburse the costs of the activity) before awarding CDBG–DR assistance for costs of carrying out the same activity. If FEMA or USACE are accepting applications for the activity, the applicant

[28] View HUD's closeout instructions for CDBG Programs, as may be amended, for additional guidance related to recordkeeping requirements published in CPD–22–14 here: *https://www.hud.gov/sites/dfiles/OCHCO/documents/2022-14cpdn.pdf.*

must seek assistance from those sources before receiving CDBG–DR assistance. If the applicant's costs for the activity will be reimbursed by FEMA or USACE, the grantee cannot provide the CDBG–DR assistance for those costs. In the event that FEMA or USACE assistance is awarded after CDBG–DR to pay the same costs, it is the CDBG–DR grantee's responsibility to recapture CDBG–DR assistance that duplicates assistance from FEMA or USACE.

Under the Stafford Act, a Federal agency that provides duplicative assistance must collect that assistance. For CDBG–DR grants, the grantee is required to collect duplicative assistance it provides. A grantee that does not collect duplicative CDBG–DR assistance that it provides may resolve this noncompliance by reimbursing its program account with non-Federal funds in the amount of the duplication and reprograming the use of the funds in accordance with applicable requirements to avoid other corrective or remedial actions.

FEMA regulations at 44 CFR 206.191 set forth a delivery sequence that establishes which source of assistance is duplicative for certain programs. CDBG–DR assistance is not listed in FEMA's sequence, but as a practical matter, CDBG–DR assistance duplicates other sources received before CDBG–DR assistance for the same purpose and portion of need. As such, any CDBG–DR assistance that duplicates another source must be collected by the grantee. The mandatory agreement to repay (discussed in paragraph 12 below) can be used to prevent duplication by assistance that is available, but not yet received. If the duplicative assistance is received after CDBG–DR, the agreement will give the grantee the ability to collect the DOB.

10. *Multiple disasters.* When multiple disasters occur in the same location, and the applicant has not recovered from the first disaster at the time of a second disaster, the assistance provided in response to the second disaster may duplicate assistance for the same purpose and need as assistance provided after the first disaster. HUD recognizes that in this scenario, DOB calculations can be complicated. Damage from a second disaster, for example, may destroy work funded and completed in response to the first disaster. The second disaster may also damage or destroy receipts and other documentation of how applicants expended assistance provided after the first disaster.

Therefore, HUD is adopting the following policy that is applicable to circumstances when two disasters occur in the same area, and the applicant has not fully recovered from the first disaster before the second disaster occurs:

Applicants are not required to maintain documentation related to the use of public disaster assistance (Federal, State, and local) beyond the period required by the agency that provided the assistance. If documentation cannot be provided, the grantee may accept a self-certification regarding how the applicant used the other agency's assistance, provided that the applicant is advised of the criminal and civil penalties that apply in cases of false claims and fraud, and the grantee determines that the applicant's total need is consistent with data the grantee has about the nature of damage caused by the disasters (*e.g.,* flood inundation levels). For example, a second disaster strikes three years after an agency provided assistance in response to the first disaster, and that agency required applicants to maintain documentation for two years, the grantee may accept a self-certification regarding how the applicant used the other agency's assistance. Additionally, if a second disaster strikes and destroys an applicant's paperwork, the grantee may make a determination to accept a self-certification regarding how the applicant used the other assistance.

11. *DOB recordkeeping.* The grantee must document compliance with DOB requirements. Policies and procedures for DOB must be specific for each program funded by the CDBG–DR grantee and should be commensurate with risk. Grantees should be especially careful to sufficiently document the DOB analysis for activities they are carrying out directly. Insufficient documentation on DOB can lead to findings, which can be difficult to resolve if records are missing, inadequate, or inaccurate to demonstrate compliance with DOB requirements.

When documenting its DOB analysis, grantees cannot rely on self-certification from the applicant alone for proof of other sources of funds for the same purpose (unless authorized by the Universal Notice, see paragraph 10 above). Any self-certification by an applicant must be based on supporting evidence that will be kept available for inspection by HUD and oversight agency such as HUD Office of Inspector General (HUD OIG). For example, if an applicant self-certifies that other sources of funds were received and expended for a different purpose than the CDBG–DR funds, grantees must substantiate this assertion with an additional source of information (*e.g.,* physical inspections, credit card statements, work estimates, contractor invoices, flood inundation records, or receipts). For these reasons, HUD recommends that as soon as possible after a disaster, grantees advise the public and potential applicants to retain all receipts that document expenditures for recovery needs. Grantees should consult their assigned HUD CPD staff member with questions about the sufficiency of documentation.

12. *Agreement to repay.* The Stafford Act requires grantees to ensure that applicants agree to repay all duplicative assistance to the agency providing that Federal assistance. As described in this section, each applicant must also enter into an agreement with the CDBG–DR grantee to repay any assistance later received for the same purpose for which the CDBG–DR funds were provided. This agreement can be in the form of a subrogation agreement or similar document and must be signed by every applicant before the grantee disburses any CDBG–DR assistance to the applicant.

In its policies and procedures, the grantee must establish a method to monitor each applicant's compliance with the agreement for a reasonable period after project completion (*i.e.,* a time period commensurate with risk). Additionally, section II.A.1. of the Universal Notice requires a grantee's agreement to also include the following language: "Warning: Any person who knowingly makes a false claim or statement to HUD or causes another to do so may be subject to civil or criminal penalties under 18 U.S.C. 2, 287, 1001 and 31 U.S.C. 3729."

13. *Collecting a DOB.* If a potential DOB is discovered after CDBG–DR assistance has been provided, the grantee must reassess the applicant's need at that time (see 4.e. above). If additional need is not demonstrated, CDBG–DR funds shall be recaptured to the extent they are in excess of the remaining need and duplicate other assistance received by the applicant for the same purpose. However, this determination may depend on what sources of assistance were last received by the applicant.

If a grantee fails to recapture funds from an applicant, HUD may impose corrective actions pursuant to 24 CFR 570.495, 24 CFR 570.910, and **Federal Register** notices, as applicable. However, as described above in paragraph 9, a grantee that does not collect duplicative CDBG–DR assistance that it provides may resolve this noncompliance by reimbursing its program account with non-Federal funds in the amount of the duplication and reprograming the use of the funds in accordance with applicable requirements to avoid other corrective or remedial actions.

HUD reminds grantees that the Stafford Act states that "A person receiving Federal assistance for a major disaster or emergency shall be liable to the United States to the extent that such assistance duplicates benefits available to the person for the same purpose from another source." A grantee's failure to collect a DOB does not remove an applicant's potential liability to the United States.

13.a. *Not in the best interest of the Federal government to collect.* Section 312(c) of the Stafford Act states that "the agency which provided the duplicative assistance shall collect it from the recipient . . . when the head of such agency considers it to be in the best interest of the Federal government" 42 U.S.C. 5155(c). There are extraordinary situations where the Secretary may determine that collecting a DOB is not in the best interest of the Federal government. For grants subject to the Universal Notice, HUD is establishing these specific circumstances as situations when collection is not necessary. HUD's secretary has determined that it is not in the best interest of the Federal government to collect a DOB in the following circumstances:

(1). The duplicative assistance was received by low- and moderate-income beneficiaries that, after the receipt of the CDBG–DR assistance, are:

i. Deceased;

ii. Subject to a foreclosure action on a property rehabilitated, constructed, or reconstructed with CDBG–DR funds; or

iii. A debtor in a bankruptcy proceeding or who recently exited a bankruptcy proceeding (or similar proceeding for insolvent debtors under State law, such as an assignment for the benefit of creditors).

Additionally, the grantee may refer to any relevant guidance or the debt collection

procedures in place for the State or local government. HUD is available to provide guidance to grantees in establishing or revising the grantee's DOB policies and procedures.

Appendix D. Detailed Table of Contents to the Universal Notice

Preamble

Community Development Block Grant Disaster Recovery Universal Notice: Waivers and Alternative Requirements (The "Universal Notice")

I. Phase One: The Action Plan.
I.A. CDBG–DR Action Plans Defined.
I.B. Admin Action Plan.
I.B.1. *Developing the Admin Action Plan.*
I.B.2. *Submission and publication of the Admin Action Plan.*
I.B.3. *Entering administrative activities into DRGR.*
I.B.4. *Applicability of the Admin Action Plan.*
I.B.5. *Admin Action Plan certifications waiver and alternative requirement.*
I.C. Action Plan.
I.C.1. *Developing the Action Plan.*
I.C.1.a. *Unmet needs assessment.*
I.C.1.a.(i). *Unmet needs in the MID areas.*
I.C.1.a.(ii). *Unmet needs requirements.*
I.C.1.b. *Mitigation needs assessment.*
I.C.1.c. *Fair housing and civil rights assessment.*
I.C.1.c.(i). *Fair housing and civil rights laws and terminology defined.*
I.C.1.c.(ii). *Fair housing and civil rights data collection.*
I.C.1.d. *Connection of proposed programs and projects to unmet needs, mitigation needs, and fair housing and civil rights assessments.*
I.C.1.e. *Allocation and award caps.*
I.C.1.e.(i). *Prioritization for allocations less than $20 million.*
I.C.1.f. *Funding criteria.*
I.C.1.g. *Protocols for substantial amendments.*
I.C.2. *Citizen participation requirements.*
I.C.2.a. *Consultation during Action Plan preparation.*
I.C.2.b. *Public comment period and minimum public hearing requirement.*
I.C.2.c. *Consideration of public comments.*
I.C.3. *Submission of the Action Plan.*
I.C.4. *Action Plan certifications waiver and alternative requirement.*
I.C.5. *HUD Action Plan review process.*
I.C.5.a. *General HUD review of an Action Plan.*
I.C.5.b. *Standard of review of an Action Plan.*
I.C.5.c. *Written notice of return of an Action Plan.*
I.C.5.d. *Written notice of disapproval of an Action Plan.*
I.C.5.e. *Revisions and resubmission of an Action Plan.*
I.C.6. *Amendments to the Action Plan.*
I.C.6.a. *Substantial amendment.*
I.C.6.a.(i). *General HUD review of a substantial amendment to an Action Plan.*
I.C.6.a.(ii). *Standard of review of a substantial amendment to an Action Plan.*
I.C.6.a.(iii). *Revisions and resubmission of a substantial amendment to an Action Plan.*
I.C.6.b. *Nonsubstantial amendment.*
II. Phase Two: Financial Certification and Oversight of Funds.
II.A. Certification of Adequate Financial Controls and Procurement Processes, and Procedures for Proper Grant Management.
II.A.1. *Documentation requirements.*
II.A.1.a. *Proficient financial management controls.*
II.A.1.b. *Procedures for procurement.*
II.A.1.c. *Policies and procedures to maintain a comprehensive disaster recovery website.*
II.A.1.d. *Procedures to detect and prevent fraud, waste, and abuse.*
II.A.1.e. *Policies and procedures to prevent DOB.*
II.A.1.f. *Policies and procedures for timely expenditures of grant funds.*
II.A.1.g. *Capacity assessment and staffing analysis.*
II.A.1.g.(i). *Capacity assessment.*
II.A.1.g.(ii). *Staffing analysis.*
II.B. Relying on Prior Financial Certification Submissions.
II.C. Obligation and Expenditure of Funds.
III. Phase Three: Implementation of Universal Notice Requirements.
III.A. Policies and Procedures—Universal Notice Requirements.
III.A.1. *Development of program-specific policies and procedures.*
III.A.2. *Required policies and procedures for all CDBG–DR funded programs.*
III.A.2.a. *Fair housing and civil rights policies and procedures.*
III.A.2.b. *Minimizing displacement and relocation policies and procedures.*
III.A.2.c. *Mitigation policies and procedures.*
III.A.2.d. *Timeliness policies and procedures.*
III.A.3. *Required policies and procedures for housing programs.*
III.A.4. *Required policies and procedures for infrastructure programs.*
III.A.5. *Required policies and procedures for economic revitalization programs.*
III.A.6. *Consultation and website requirements for program implementation policies.*
III.A.6.a. *Consultation with citizen advisory groups.*
III.A.6.b. *Publication of program-specific policies and procedures.*
III.A.7. *HUD program-specific policies and procedures review process.*
III.B. Grant Administration
III.B.1. *Overall benefit.*
III.B.1.a. *Use of the "upper quartile" or "exception criteria.*
III.B.1.b. *Clarification of the use of "uncapped" income limits.*
III.B.2. *Use of the urgent need national objective.*
III.B.3. *Grant administration cap.*
III.B.3.a. *Use of funds for administrative costs across multiple grants.*
III.B.4. *Planning cap.*
III.B.5. *Public service cap.*
III.B.6. *Consolidated Plan.*
III.B.7. *Procurement.*
III.B.8. *Public disaster recovery website.*
III.B.8.a. *Publication and accessibility of documents.*
III.B.9. *Application status.*
III.B.10. *Environmental requirements.*
II.B.10.a. *Process for environmental release of funds when a State carries out activities directly.*
III.B.10.b. *Responsibilities of States assuming HUD environmental responsibilities.*
III.B.10.c. *Adoption of another agency's environmental review under the Stafford Act.*
III.B.10.d. *Historic preservation reviews.*
III.B.10.e. *Tiered environmental reviews.*
III.B.10.f. *FFRMS floodplain and elevation.*
III.B.11. *Flood insurance requirements.*
III.B.11.a. *Flood insurance purchase requirements.*
III.B.11.b. *Federal assistance to owners remaining in a floodplain.*
III.B.11.b.(i) *Prohibition on flood disaster assistance for failure to obtain and maintain flood insurance.*
III.B.11.b.(ii) *Prohibition on flood disaster assistance for households above 120 percent of AMI for failure to obtain flood insurance.*
III.B.11.b.(iii) *Responsibility to inform property owners to obtain and maintain flood insurance.*
III.B.12. *Program income.*
III.B.12.a. *Definition of program income.*
III.B.12.b. *Program income-does not include.*
III.B.12.c. *Recording program income.*
III.B.12.d. *Retention of program income.*
III.B.12.e. *Program income—use, close out, and transfer.*
III.B.13. *Revolving funds.*
III.B.14. *Reimbursement of disaster recovery expenses.*
III.B.14.a. *Reimbursement of pre-award costs by a grantee or subrecipient.*
III.B.14.b. *Reimbursement of pre-application costs of homeowners, renters, businesses, and other qualifying entities.*
III.B.15. *URA, Section 104(d), and related CDBG program requirements.*
III.B.15.a. *Section 104(d) RARAP.*
III.B.15.b. *Optional relocation.*
III.B.15.c. *Section 104(d) relocation assistance.*
III.B.15.d. *One-for-one replacement requirement.*
III.B.15.e. *Lump sum rental assistance payments for residential tenants.*
III.B.15.f. *Voluntary acquisition—homebuyer primary residence purchase.*
III.B.15.g. *Waiver of Section 414 of the Stafford Act.*
III.B.16. *DOB.*
III.B.17. *Citizen complaints.*
III.C. State Grantee Only Requirements.
III.C.1. *Combined technical assistance and administrative cap (state grantees only).*
III.C.2. *Planning-only activities (state grantees only).*
III.C.3. *Direct grant administration and means of carrying out eligible activities (state grantees only).*
III.C.4. *Waiver and alternative requirement for distribution to CDBG metropolitan cities and urban counties (state grantees only).*

III.C.5. *Use of subrecipients (state grantees only).*
III.C.6. *Recordkeeping (state grantees only).*
III.C.7. *Change of use of real property (state grantees only).*
III.C.8. *Responsibility for review and handling of noncompliance (state grantees only).*
III.C.9. *Consultation (state grantees only).*
III.D. Waivers and Alternative Requirements Related to Eligible Activities.
III.D.1. *Connection to the disaster.*
III.D.1.a. *Documenting a connection to the disaster.*
III.D.2. *MID areas.*
III.D.3. *Mitigation measures.*
III.D.4. *Mitigation activities—CDBG–DR mitigation set-aside.*
III.D.4.a. *Alignment with mitigation plans.*
III.D.5. *Housing activities and standards.*
III.D.5.a. *New housing construction waiver.*
III.D.5.b. *Standards for new construction, reconstruction, and rehabilitation.*
III.D.5.b.(i). *Standards for new construction and reconstruction of residential buildings.*
III.D.5.b.(ii). *Standards for rehabilitation of non-substantially damaged residential buildings.*
III.D.5.c. *Broadband infrastructure or technology to support housing.*
III.D.5.d. *Periods of affordability for new construction of affordable rental housing.*
III.D.5.e. *Homeownership assistance.*
III.D.5.f. *Interim mortgage assistance.*
III.D.5.g. *Rental assistance.*
III.D.5.h. *Disaster relief assistance for LMI persons.*
III.D.5.i. *Buyouts.*
III.D.5.i.(i). *Buyout requirements:*
III.D.5.i.(ii). *National objectives for buyouts.*
III.D.5.j. *Safe housing incentives.*
III.D.5.j.(i). *National objectives for safe housing incentives.*
III.D.5.k. *Redevelopment of acquired properties.*
III.D.5.l. *Alternative requirement for housing rehabilitation and buyout—assistance for second homes.*
III.D.6. *Infrastructure activities and standards.*
III.D.6.a. *Privately owned shelters.*
III.D.6.b. *Assistance to buildings for the general conduct of government when using CDBG–DR funds as the non-Federal match.*
III.D.6.c. *FAST–41 projects requirements.*
III.D.6.d. *CDBG–DR funds as non-Federal match.*
III.D.6.d.(i). *Alternative requirement when using CDBG–DR funds as the non-Federal match in a FEMA-funded project (building codes and standards).*
III.D.6.e. *Flood control structure requirements.*
III.D.6.f. *LMI benefit for infrastructure activities.*
III.D.6.g. *Assistance to private utilities.*
III.D.7. *Economic revitalization and Section 3 activities and standards.*
III.D.7.a. *Economic revitalization assistance.*
III.D.7.b. *National objective documentation for activities that support economic revitalization.*
III.D.7.c. *Public benefit for activities that support economic revitalization.*
III.D.7.d. *Section 3 worker eligibility and documentation requirements.*
III.D.7.e. *Business relocation assistance.*
III.D.7.f. *Underwriting.*
III.D.7.g. *Limitation on use of funds for eminent domain.*
III.E. Ineligible Activities in CDBG–DR.
III.E.1. *Prohibition on compensation.*
III.E.2. *Prohibition on forced mortgage payoff.*
III.F. Performance Reviews.
III.F.1. *Timely distribution and expenditure of funds.*
III.F.2. *Review of continuing capacity.*
III.F.2.a. *Corrective and remedial actions.*
III.F.2.b. *Additional criteria and specific conditions to mitigate risk.*
III.G. Grantee Reporting Requirements in the Disaster Recovery Grant Reporting (DRGR) System.
III.G.1. *Submitting the DRGR Action Plan.*
III.G.2. *Grantee reporting requirements in DRGR.*
III.G.2.a. *Maintain grantee records within DRGR.*
III.G.2.b. *Timeline for submitting grantee's initial performance report.*
III.G.2.c. *Quarterly submission of performance report in DRGR.*
III.G.2.c.(i). *Reviewed and approved performance report.*
III.G.2.c.(ii). *Rejected performance report.*
III.G.3. *Using DRGR to draw grant funds.*
IV. Assistance Listing Numbers.
V. Finding of No Significant Impact.
Appendix A. Certifications Waiver and Alternative Requirement for Admin Action Plan Submission.
Appendix B. Certifications Waiver and Alternative Requirement for Action Plan Submission.
Appendix C. Duplication of Benefits (DOB).

[FR Doc. 2024–31621 Filed 1–7–25; 8:45 am]
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AGREEMENT FOR
EVENT 455- COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY (CDBG-DR)

THIS AGREEMENT, made this _____ day of _____ 2025 is by and between the City of Fort Lauderdale, a Florida municipality, ("City"), whose address is 101 NE 3rd Avenue, Fort Lauderdale, Florida, 33301, and _____ **a Florida corporation** ("Consultant") whose address is _____, **Phone:** _____, **Email:** _____.

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the City and the Consultant covenant and agree as follows:

WITNESSETH:

1. DOCUMENTS

The following documents (collectively "Contract Documents") are hereby incorporated into and made part of this Agreement (Form P-0001):

1.1 Request for Proposal (RFP) No. 455, _____ including any and all addenda, prepared by the City of Fort Lauderdale, **("RFP" or "Exhibit A").**

1.2 The Consultant's response to the **RFP**, dated _____, **("Exhibit B").**

All Contract Documents may also be collectively referred to as the "Documents." In the event of any conflict between or among the Documents or any ambiguity or missing specifications or instruction, the following priority is established:

A. First, specific direction from the City Manager (or designee)
B. Second, this Agreement (Form P-0001) dated _____, 2025, and any attachments.
C. Third, Exhibit A
D. Fourth, Exhibit B

2. SCOPE

The Consultant shall perform the Work under the general direction of the City as set forth in the Solicitation Documents for Community Development Block Grant Disaster Recovery (CDBG-DR).

Unless otherwise specified herein, the Consultant shall perform all services identified in this Agreement as applicable and authorized by individual Task Orders for each phase.

The Parties agree that the scope of services is a description of Consultant's obligations and responsibilities, and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the Work described that exclusion would render performance by Consultant impractical, illogical, or unconscionable.

Consultant acknowledges and agrees that the City's Contract Manager, Rachel Williams or other another person designated by the City Manager, has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement. Any change orders to the Scope of Services or amendments to the Contract Documents must be authorized by the City Manager, or

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his/her designee, and approved by the City Commission whenever required in compliance with the Charter and Code of Ordinances for the City of Fort Lauderdale.

The Scope of Work will be performed in five phases, each authorized though individual Task Orders. The Consultant shall complete all phases in a timely manner to meet all federal deadlines including the performance period of the grant.

2.1 Scope of Services

2.1.1 Phase I

During this phase of the Project Consultant shall:

- Develop a Citizen participation plan specifically for the CDBG-DR program. This includes soliciting and keeping a record of all public comments and obtaining appropriate approvals.
- Coordinate with the City's Finance Department to complete the Financial Management and Grant Compliance Certification checklist.
- Submit the Financial Management and Grant Compliance Certification Check list to HUD for Review and approval.
- Maintain all associated records in a secure and confidential physical or electronic database which allows appropriate and authorized city staff access.
- All applicable public notices and correspondence must be posted to the City's CDBG-DR webpage in compliance with CDBG-DR grant requirements.

2.1.2 Phase II

During this phase of the Project Consultant shall:

- Apply for access to the HUD Disaster Recovery Grant Reporting system (DRGR) via the city housing and community development division.
- Develop needs assessment survey, obtain approval from the City's Structural Innovation Division prior to publishing for the public.
- Host at minimum three public meetings to facilitate citizen participation and at minimum 2 public hearings by the City Commission. Process must be followed as depicted in Exhibit 1.
- Submit Action Plan to HUD via DRGR.

2.1.3 Phase III

This phase is the implementation of the Action Plan. Once the Action Plan is approved by HUD and the Grant agreement has been signed by the City, a physical copy of the approved plan must be presented to City Staff in Housing and Community Development for publishing on the City's CDBG-DR webpage. In this phase, the Consultant shall be required to develop policies and procedures for all programs/ activities to be carried out in the approved action

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plan. All policies and procedures must be submitted to the City's Housing and Community Development, Risk Management, and Office of the City Attorney for review prior to implementation. The finalized policies and procedures must be published on the City's DRGR-Web page. Additional details of Phase III can be found in Exhibit 1

2.1.4 Phase IV

This phase is the project / activity implementation and management phase. Seventy percent (70%) of the CDBG-DR funds must meet low income/moderate income households and families (The Universal Notice Section III B,1 Grant Administration). The Consultant shall be responsible for implementing programs or carrying out projects independently or using sub-consultants or appropriate professionals such as licensed engineers, environmental specialist or other skilled professionals. All services must be solicited in compliance with all applicable government procurement standards and all applicable documentation must be kept on record and made available for review by applicable city staff or audit teams. The City will require a monthly update on all projects and activities. In addition, ongoing funding reconciliation with the City's finance team will be required. At minimum, reconciliation will be done monthly.

2.1.5 Phase V

Phase five involves master reconciliation, independent audit, final documentation of accomplishments in DRGR and working with city staff and HUD to Close out the grant in full compliance.

By signing this Agreement, the Consultant represents that it has thoroughly reviewed the documents incorporated into this Agreement by reference and that it accepts the description of the Work and the conditions under which the Work is to be performed.

2.2 Sub-consultants

Should the successful candidate choose to use sub-consultants, these sub-consultants should not have a history of debarment, must be able to demonstrate sound financial capacity and have a recently conducted financial audit or single audit as applicable with the single audit threshold. All sub-consultants, professionals, general Consultants, and service providers must be licensed, insured and authorized to do business in the State of Florida. The successful candidate will be responsible for all payments to sub-consultants and professional engagement by candidate. The City will not make any payments on behalf of the successful candidate.

2.3 Audits

The City will require quarterly audits or review of financial records by either City Staff or an independent firm.

2.4 Deliverables

In addition to the work to be performed in each phase outlined above in the scope of work, it is the expectation of the City that the Consultant shall:

1. Provide general disaster recovery and mitigation management for CDBG-DR funds.

2. Have team experience in managing CDBG-DR programs from the start of the process through close-out of the grant.
3. Demonstrate extensive knowledge of Public Law 118-158, The Universal Notice (Docket No. FR-6489-N-01), and all other applicable laws and regulations.
4. Have staff available to attend or conduct public meetings at both local and federal level.
5. Ensure that policies and procedures are clearly defined and accessible to the public with clear eligibility criteria.
6. Provide technical assistance or source the necessary technical expertise which may include but not be limited to architectural, engineering and environmental services.
7. Ensure that all eligible projects and associated costs have been captured and supported by applicable source documentation. Conduct accurate reconciliation and timely reporting both to the City and to HUD with the goal of meeting all local and federal deadlines.
8. Collaborate with FEMA to prevent duplication of benefit and to obtain needed data for reporting and plan development e.g. insurance information etc.
9. Work with all Local, State, and Federal authorities to obtain permits, waivers and or special documentation required for compliance at all levels.
10. Review all data on supporting documentation for cost reimbursement to determine if they are allowable, eligible and adequately supported.
11. Ensure that all contracts, agreements and purchasing documents include the appropriate language and provisions.
12. Review documentation for crosscutting regulations such as Davis Bacon, Section 3, Uniform Relocation Act, and Part 58 for correctness and accuracy.

The Consultant is responsible for ensuring that the City is in full compliance with the terms of the CDBG-DR Grant agreement.

3. TASK ORDERS

The Project will be divided into Phases/Tasks.

3.1 Task Orders shall be jointly prepared by the City and Consultant defining the detailed scope of services to be provided for the Phase/Task. Each Task Order shall be separately numbered and approved in accordance with this Agreement and all applicable City/State/Federal code requirements.

3.2 Under all Task Orders and Phases, City may require the Consultant, by specific written authorization, and for mutually agreed upon additional compensation, to provide or assist in obtaining one or more of the following special services. These services may include, at the discretion of the City, the following items:

3.2.1 Providing additional copies of reports, documents, presentations, etc; and

3.2.2 Assisting City with litigation support services arising from the planning, development, or construction.

3.2.3 Prior to initiating the performance of any services under this Agreement, Consultant must receive a written Notice to Proceed/Purchase Order from the City. The Consultant must receive the approval of the Contract Administrator or their designee in writing prior to beginning the performance of services in any subsequent Phase/Task Order under this Agreement.

3.2.4 If, in the opinion of the City, the Consultant is improperly performing the services under a specific Task Order, or if at any time the City shall be of the opinion that said Task Order is being unnecessarily delayed and will not be completed within the agreed upon time, the City shall notify the Consultant in writing. The Consultant has within ten (10) working days thereafter to take such measures as will, in the judgment of the City, ensure satisfactory performance and completion of the work. If the Consultant fails to cure within the ten (10) working days, the City may notify the Consultant to discontinue all work under the specified Task Order. The Consultant shall immediately respect said notice and stop said work and cease to have any rights in the possession of the work and shall forfeit the Task Order and any remaining monies. The City may then decide to issue a new Task Order for the uncompleted work to another consultant using the remaining funds. Any excess costs arising therefrom over and above the original Task Order price shall be charged against Consultant, as the original Consultant.

4. TERM OF AGREEMENT

The initial term of the agreement is five (5) years.. The contract term shall commence upon the date of the award by the City. The City reserves the right to extend the contract for two (2) additional six (6) month terms providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City. In the event the term of this Agreement extends beyond the end of any fiscal year of City, to wit, September 30th, the continuation of this Agreement beyond the end of such fiscal year shall be subject to both the appropriation and the availability of funds. This extension will be to facilitate correction required by HUD and shall not exceed the initial contacted amount.

5. COMPENSATION

City agrees to pay Consultant as compensation for performance of all services as related to each Task Order under the terms of this Agreement a Not to Exceed Amount as agreed upon per Task Order. It is agreed that the method of compensation is that of "Not to Exceed Amount" which means that Consultant shall perform all services set forth in each Task Order for total compensation in the amount of or less than that stated total. The hourly rate-billing schedule to be used in negotiating each Task Order is attached as Exhibit "B" to this Agreement. The negotiated hourly rate-billing schedule are ceiling rates, which can be further negotiated below the ceiling rates on a task order basis.

A not to exceed proposal shall be accompanied by the Consultant's estimate. The estimate shall detail the direct labor costs by categories of employees, work hours, and hourly rate; overhead; direct non-salary expenses including reimbursables; and profit, or as required by individual Task Order.

6. METHOD OF BILLING AND PAYMENT

Consultant may submit invoices for compensation no more often than monthly, but only after the services for which the invoices are submitted have been completed. An original invoice plus one copy are due within fifteen (15) days of the end of the month except the final invoice which must be received no later than sixty (60) days after this Agreement expires. Invoices shall designate the nature of the services performed and/or the goods provided.

The payments will be made at intervals as described above upon successful completion of deliverables. The Final payment will not be made until the consolidated plan has been submitted and approved by HUD

City shall pay Consultant within forty-five (45) days of receipt of Consultant's proper invoice, as provided in the Florida Local Government Prompt Payment Act.

To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by the City's Contract Administrator. Payment may be withheld for failure of Consultant to comply with a term, condition, or requirement of this Agreement.

Notwithstanding any provision of this Agreement to the contrary, City may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the City's Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by City.

7. GENERAL CONDITIONS

7.1 Indemnification

Consultant shall protect and defend at Consultant's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Consultant or by any officer, employee, agent, invitee, subconsultant, or sublicensee of the Consultant. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the City Manager, any sums due Consultant under this Agreement may be retained by City until all of City's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

7.2 Intellectual Property

Consultant shall protect and defend at Consultant's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City from and against any and

all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, royalties, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any infringement or allegation of infringement of any patent, copyright, or other intellectual property right in connection with the Consultant's or the City's use of any copyrighted, patented or un-patented invention, process, article, material, or device that is manufactured, provided, or used pursuant to this Agreement. If the Consultant uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

7.3 Termination for Cause

The aggrieved party may terminate this Agreement for cause if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. The City Manager may also terminate this Agreement upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The parties agree that if the City erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

This Agreement may be terminated for cause for reasons including, but not limited to, Consultant's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to perform the Work to the City's satisfaction; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.

7.4 Termination for Convenience

The City reserves the right, in its best interest as determined by the City, to cancel this contract for convenience by giving written notice to the Consultant at least thirty (30) days prior to the effective date of such cancellation. In the event this Agreement is terminated for convenience, Consultant shall be paid for any services performed to the City's satisfaction pursuant to the Agreement through the termination date specified in the written notice of termination. Consultant acknowledges and agrees that he/she/it has received good, valuable and sufficient consideration from City, the receipt and adequacy of which are hereby acknowledged by Consultant, for City's right to terminate this Agreement for convenience.

7.5 Cancellation for Unappropriated Funds

The City reserves the right, in its best interest as determined by the City, to cancel this contract for unappropriated funds or unavailability of funds by giving written notice to the Consultant at least thirty (30) days prior to the effective date of such cancellation. The obligation of the City for payment to a Consultant is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise provided by law.

7.6 Insurance

As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, Contractor shall, at its sole expense, provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of Contractor. Contractor shall provide the City a certificate of insurance evidencing such coverage. Contractor's insurance coverage shall be primary insurance for all applicable policies, in respect to the City's interests for this Agreement. The limits of coverage under each policy maintained by Contractor shall not be interpreted as limiting Contractor's liability and obligations under this Agreement. All insurance policies shall be through insurers authorized or eligible to write policies in the State of Florida and possess an A.M. Best rating of A-, VII or better, subject to approval by the City's Risk Manager.

The coverages, limits, and/or endorsements required herein protect the interests of the City, and these coverages, limits, and/or endorsements shall in no way be relied upon by Contractor for assessing the extent or determining appropriate types and limits of coverage to protect Contractor against any loss exposures, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under this Agreement.

The following insurance policies and coverages are required:

Professional Liability
Coverage must be afforded for Wrongful Acts in an amount not less than $1,000,000 each claim and $2,000,000 aggregate.

Contractor must keep the professional liability insurance in force until the third anniversary of expiration or early termination of this Agreement or the third anniversary of acceptance of work by the City, whichever is longer, which obligation shall survive expiration or early termination of this Agreement.

Cyber Liability
Coverage must be afforded in an amount not less than $1,000,000 per claim for negligent retention of data as well as notification and related costs for cyber incidents.

Fidelity/Dishonesty and/or Commercial Crime
Coverage must be afforded in an amount not less than $1,000,000 per loss for dishonest acts of Contractor's employees, including but not limited to theft of money, personal property, vehicles, materials, supplies, equipment, tools, etc. Third-party coverage must be included under the policy.

Commercial General Liability
Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- $1,000,000 each occurrence and $2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- $1,000,000 each occurrence and $2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for contractual liability and independent contractors.

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The City, a Florida municipality, its officials, employees, and volunteers are to be included as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the City, its officials, employees, and volunteers.

Business Automobile Liability

Proof of coverage must be provided for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than the State of Florida required minimums unless a different amount is required by City Ordinance(s).

If Contractor does not own vehicles, Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute.

Contractor waives, and Contractor shall ensure that Contractor's insurance carrier waives, all subrogation rights against the City, its officials, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

Contractor must be in compliance with all applicable State and federal workers' compensation laws.

Insurance Certificate Requirements

a. Contractor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than ten (10) days prior to the start of work contemplated in this Agreement.

b. Contractor shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.

c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.

d. In the event the Agreement term or any surviving obligation of Contractor following expiration or early termination of the Agreement goes beyond the expiration date of the insurance policy, Contractor shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.

e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-

made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.

f. The City shall be included as an Additional Insured on the Commercial General Liability and Cyber Liability policies.

g. The City shall be granted a Waiver of Subrogation on Contractor's Workers' Compensation insurance policy.

h. The title of the Agreement, Bid/Contract number, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:
City of Fort Lauderdale
401 SE 21st Street
Fort Lauderdale, FL 33316

Contractor has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the application of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for including the City as an Additional Insured shall be at Contractor's expense.

If Contractor's primary insurance policy/policies do not meet the minimum requirements as set forth in this Agreement, Contractor may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

Contractor's insurance coverage shall be primary insurance in respect to the City's interests for this Agreement, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City shall be non-contributory.

Any exclusion or provision in any insurance policy maintained by Contractor that excludes coverage required in this Agreement shall be deemed unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the Agreement work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage may be considered breach of contract. In addition, Contractor must provide to the City confirmation of coverage renewal via an updated certificate of insurance should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Contractor's insurance policies.

Contractor shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement to Contractor's insurance company or companies and the City's Risk Management office as soon as practical.

It is Contractor's responsibility to ensure that any and all of Contractor's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of Contractor. The City reserves the right to adjust insurance limits from time to time at its discretion with notice to Contractor.

Data Security Incident

The Contractor agrees to provide electronic and physical security to personal information, as defined in Section 501.171, Florida Statutes (2025), as may be amended or revised, ("Section 501.171"), that is obtained from the City, in accordance with the standard set forth in Section 501.171. As provided in Section 501.171, the Contractor shall take reasonable measures to protect and secure data in electronic form containing personal information. The Contractor shall notify the City of any breach of security of a system maintained by the Contractor as expeditiously as practicable, but no later than 10 days following the determination of the breach of security or reason to believe the breach occurred. Such notification from the Contractor shall include all information that the City needs to comply with the notice requirements set forth in Section 501.171. The Contractor, as the City's third-party agent, as defined in Section 501.171, shall comply with and perform all of the requirements set forth in Subsections 501.171(3) and (4), Florida Statutes (2025), as may be amended or revised, in the event the Contractor experiences a breach of security involving unauthorized access of the City's data in electronic form containing personal information.

In addition to complying with Subsections 501.171(3) and (4), Florida Statutes (2025), as may be amended or revised, the Contractor shall provide credit monitoring and identity theft protection to affected persons, establish and operate a call center for affected persons, and perform other functions and services as required by law. The Contractor shall ensure that the City is in compliance with all legal requirements and laws associated with the breach of security or the potential breach of security.

In the event of a breach of security of a system maintained by the Contractor or reason to believe a breach occurred, Contractor shall immediately take such actions as may be necessary to preserve forensic evidence and eliminate the cause of the breach of security. Contractor shall provide the City all information reasonably necessary to understand the nature and scope of the breach of security, including what actions Contractor has taken to mitigate any harmful effect of the unauthorized use or disclosure of, or access to, the City's data in electronic form containing personal information. Until the resolution of the data security incident, Contractor shall provide this information to the City at thirty-day intervals from the date of the breach.

The City may suspend any services or products provided by Contractor until the City determines that the cause of the breach of security has been sufficiently mitigated. Failure by the Contractor to comply with this section may be considered breach of contract.

7.7 Environmental, Health and Safety

Consultant shall place the highest priority on health and safety and shall maintain a safe working environment during performance of the work. Consultant shall comply, and shall secure compliance by its employees, agents, and subconsultants, with all applicable environmental, health, safety and security laws and regulations, and performance conditions in this Agreement. Compliance with such requirements shall represent the minimum standard required of Consultant. Consultant shall be responsible for examining all requirements and determine whether additional or more stringent environmental, health, safety and security provisions are required for the work. Consultant agrees to utilize protective devices as required by applicable laws, regulations, and any industry or Consultant's health and safety plans and regulations,

and to pay the costs and expenses thereof, and warrants that all such persons shall be fit and qualified to carry out the Work.

7.8 Standard of Care

Consultant represents that he/she/it is qualified to perform the work, that Consultant and his/her/its subconsultants possess current, valid state and/or local licenses to perform the Work, and that their services shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other qualified consultants under similar circumstances.

7.9 Rights in Documents and Work

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of City; and Consultant disclaims any copyright in such materials. In the event of and upon termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by Consultant, whether finished or unfinished, shall become the property of City and shall be delivered by Consultant to the City's Contract Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to Consultant shall be withheld until Consultant delivers all documents to the City as provided herein.

7.10 Audit Right and Retention of Records

City shall have the right to audit the books, records, and accounts of Consultant and Consultant's subconsultants that are related to this Agreement. Consultant shall keep, and Consultant shall cause Consultant's subconsultants to keep, such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. All books, records, and accounts of Consultant and Consultant's subconsultants shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Consultant or Consultant's subconsultant, as applicable, shall make same available at no cost to City in written form.

Consultant and Consultant's subconsultants shall preserve and make available, at reasonable times for examination and audit by City in Broward County, Florida, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida public records law, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida public records law is determined by City to be applicable to Consultant and Consultant's subconsultants' records, Consultant and Consultant's subconsultants shall comply with all requirements thereof; however, Consultant and Consultant's subconsultants shall violate no confidentiality or non-disclosure requirement of either federal or state law. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for City's disallowance and recovery of any payment upon such entry.

Consultant shall, by written contract, require Consultant's subconsultants to agree to the requirements and obligations of this Section.

The Consultant shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract.

7.11 Public Entity Crime Act

Consultant represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, as may be amended from time to time, which essentially provides that a person or affiliate who is a consultant, consultant, or other provider and 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 City, may not submit a bid on a contract with City for the construction or repair of a public building or public work, may not submit bids on leases of real property to City, may not be awarded or perform work as a consultant, supplier, subconsultant, or consultant under a contract with City, and may not transact any business with City in excess of the threshold amount provided in Section 287.017, Florida Statutes, as may be amended from time to time, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid by City pursuant to this Agreement and may result in debarment from City's competitive procurement activities.

7.12 Independent Consultant

Consultant is an independent consultant under this Agreement. Services provided by Consultant pursuant to this Agreement shall be subject to the supervision of the Consultant. In providing such services, neither Consultant nor Consultant's agents shall act as officers, employees, or agents of City. No partnership, joint venture, or other joint relationship is created hereby. City does not extend to Consultant or Consultant's agents any authority of any kind to bind City in any respect whatsoever.

7.13 Inspection and Non-Waiver

Consultant shall permit the representatives of CITY to inspect and observe the Work at all times.

The failure of the City to insist upon strict performance of any other terms of this Agreement or to exercise any rights conferred by this Agreement shall not be construed by Consultant as a waiver of the City's right to assert or rely on any such terms or rights on any future occasion or as a waiver of any other terms or rights.

7.14 Assignment and Performance

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other party. In addition, Consultant shall not subcontract any portion of the work required by this Agreement, except as provided in the Schedule of Subconsultant Participation. City may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by Consultant of this Agreement or any right or interest herein without City's written consent.

Consultant represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental

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authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

Consultant shall perform Consultant's duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of Consultant's performance and all interim and final product(s) provided to or on behalf of City shall be comparable to the best local and national standards.

In the event Consultant engages any subconsultant in the performance of this Agreement, Consultant shall ensure that all of Consultant's subconsultants perform in accordance with the terms and conditions of this Agreement. Consultant shall be fully responsible for all of Consultant's subconsultants' performance, and liable for any of Consultant's subconsultants' non-performance and all of Consultant's subconsultants' acts and omissions. Consultant shall defend at Consultant's expense, counsel being subject to City's approval or disapproval, and indemnify and hold City and City's officers, employees, and agents harmless from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, by or in favor of any of Consultant's subconsultants for payment for work performed for City by any of such subconsultants, and from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, occasioned by or arising out of any act or omission by any of Consultant 's subconsultants or by any of Consultant's subconsultants' officers, agents, or employees. Consultant's use of subconsultants in connection with this Agreement shall be subject to City's prior written approval, which approval City may revoke at any time.

7.15 Conflicts

Neither Consultant nor any of Consultant's employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Consultant's loyal and conscientious exercise of judgment and care related to Consultant's performance under this Agreement.

Consultant further agrees that none of Consultant's officers or employees shall, during the term of this Agreement, serve as an expert witness against City in any legal or administrative proceeding in which he, she, or Consultant is not a party, unless compelled by court process. Further, Consultant agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of City in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Consultant or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

In the event Consultant is permitted pursuant to this Agreement to utilize subconsultants to perform any services required by this Agreement, Consultant agrees to require such subconsultants, by written contract, to comply with the provisions of this section to the same extent as Consultant.

7.16 Schedule and Delays

Time is of the essence in this Agreement. By signing, Consultant affirms that it believes the schedule to be reasonable; provided, however, the parties acknowledge that the schedule might be modified as the City directs.

7.17 Materiality and Waiver of Breach

City and Consultant agree that each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the parties in exchange for *quid pro quo*, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.

City's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

7.18 Compliance with Laws

Consultant shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing Consultant's duties, responsibilities, and obligations pursuant to this Agreement.

7.19 Severance

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the provisions not having been found by a court of competent jurisdiction to be invalid or unenforceable shall continue to be effective.

7.20 Limitation of Liability

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the sum of $1,000. Consultant hereby expresses its willingness to enter into this Agreement with Consultant's recovery from the City for any damage action for breach of contract or for any action or claim arising from this Agreement to be limited to a maximum amount of $1,000 less the amount of all funds actually paid by the City to Consultant pursuant to this Agreement.

Accordingly, and notwithstanding any other term or condition of this Agreement, Consultant hereby agrees that the City shall not be liable to Consultant for damages in an amount in excess of $1,000 which amount shall be reduced by the amount actually paid by the City to Consultant pursuant to this Agreement, for any action for breach of contract or for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon City's liability as set forth in Section 768.28, Florida Statutes.

7.21 Jurisdiction, Venue, Waiver, Waiver of Jury Trial

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of this Agreement, and for any other legal proceeding, shall be in the Seventeenth Judicial Circuit in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida, Fort Lauderdale Division.

In the event Consultant is a corporation organized under the laws of any province of Canada or is a Canadian federal corporation, the City may enforce in the United States of America or in Canada or in both countries a judgment entered against the Consultant. The Consultant waives any and all defenses to the City's enforcement in Canada of a judgment entered by a court in the United States of America.

7.22 Amendments

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Mayor-Commissioner and/or City Manager, as determined by City Charter and Ordinances, and Consultant or others delegated authority to or otherwise authorized to execute same on their behalf.

7.23 Prior Agreements

This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

7.24 Payable Interest

Except as required and provided for by the Florida Local Government Prompt Payment Act, City shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Consultant waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

7.25 Representation of Authority

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

7.26 Uncontrollable Circumstances ("Force Majeure")

The City and Consultant will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

1. The nonperforming party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to

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furnish timely reports with respect thereto during the period of the Force Majeure;

2. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

3. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

4. The non-performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Consultant will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

7.27 Scrutinized Companies

WHEN CONTRACT UNDER $1M:
The Consultant certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2019), and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if the Consultant is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2019), as may be amended or revised, or been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2019), as may be amended or revised, or is engaged in a boycott of Israel.

WHEN CONTRACT OVER $1M:
Subject to Odebrecht Construction, Inc., v. Prasad, 876 F.Supp.2d 1305 (S.D. Fla. 2012), affirmed, Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Consultant certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2019), that it is not engaged in a boycott of Israel, and that it does not have business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes (2019), as may be amended or revised. The City may terminate this Agreement at the City's option if the Consultant is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2019), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2019), or is engaged in a boycott of Israel or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2019), as may be amended or revised.

7.28 Public Records

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC

RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE, 101 NE. 3rd AVENUE, SUITE 2100 , FORT LAUDERDALE, FLORIDA, 33301, PHONE: 954-828-5002, EMAIL: PRRCONTRACT@FORTLAUDERDALE.GOV.

Consultant shall comply with public records laws, and Consultant shall:

1. Keep and maintain public records required by the City to perform the service.

2. Upon request from the City's custodian of public records, provide the City 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 (2019), as may be amended or revised, or as otherwise provided by law.

3. 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 contract term and following completion of the contract if the Consultant does not transfer the records to the City.

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

7.29 Non-Discrimination

The Consultant shall not discriminate against its employees based on the employee's race, color, religion, gender, gender identity, gender expression, marital status, sexual orientation, national origin, age, disability, or any other protected classification as defined by applicable law.

1. The Participant certifies and represents that the Participant offers the same health benefits to the domestic partners of its employees as are offered its employees' spouses or offers its employees the cash equivalent of such health benefits because it is unable to provide health benefits to its employees' domestic partners, and that the Participant will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, (2024), as may be amended or revised, ("Section 2-187"), during the entire term of this Agreement.

2. The failure of the Participant to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.

3. The City may terminate this Agreement if the Participant fails to comply with Section 2-187.

4. The City may retain all monies due or to become due until the Participant complies with Section 2-187.

5. The Participant may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida

7.30 E-Verify

As a condition precedent to the effectiveness of this Agreement, pursuant to Section 448.095, Florida Statutes (2023), as may be amended or revised, the Consultant and its subcontractors shall register with and use the E-Verify system to electronically verify the employment eligibility of newly hired employees.

1. The Consultant shall require each of its subconsultants, if any, to provide the Consultant with an affidavit stating that the subconsultant does not employ, contract with, or subcontract with an unauthorized alien. The Consultant shall maintain a copy of the subconsultant's affidavit for the duration of this Agreement and in accordance with the public records requirements of this Agreement.

2. The City, the Consultant, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Subsection 448.09(1), Florida Statutes (2023), as may be amended or revised, shall terminate the contract with the person or entity.

3. The City, upon good faith belief that a subcontractor knowingly violated the provisions of Subsection 448.095(5), Florida Statutes (2023), as may be amended or revised, but that the Consultant otherwise complied with Subsection 448.095(5), Florida Statutes (2023), as may be amended or revised, shall promptly notify Consultant and order the Consultant to immediately terminate the contract with the subcontractor, and the Consultant shall comply with such order.

4. A contract terminated under Subparagraph 448.095(5)(c)1. or 2., Florida Statutes (2023), as may be amended or revised, is not a breach of contract and may not be considered as such. If the City terminates this contract under Paragraph 448.095(5)(c), Florida Statutes (2023), as may be amended or revised, the Consultant may not be awarded a public contract for at least one year after the date on which the contract was terminated. The Consultant is liable for any additional costs incurred by the City as a result of termination of this Agreement.

5. Consultant shall include in each of its subcontracts, if any, the requirements set forth in this Section 2.33, including this subparagraph, requiring any and all subcontractors, as defined in Subsection 448.095(1)(e), Florida Statutes (2023), as may be amended or revised, to include all of the requirements of this Section 2.33 in their subcontracts. Consultant shall be responsible for compliance by any and all subcontractors, as defined in Subsection 448.095(1)(e), Florida Statutes (2023), as may be amended or revised, with

the requirements of Section 448.095, Florida Statutes (2023), as may be amended or revised.

7.31 Anti-Human Trafficking

As a condition precedent to the effectiveness of this Agreement, the Contractor shall provide the City with and affidavit signed by an officer or a representative of the Contractor under penalty of perjury attesting that the Contractor does not use coercion for labor or services defined in Section 787.06, Florida Statues (2024), as may be amended or revised.

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IN WITNESS WHEREOF, the City and the Consultant execute this Contract as follows:

ATTEST:

CITY OF FORT LAUDERDALE, Florida
municipal corporation

By: _____
Susan Grant, Acting City Manager

Date:

_____

ATTEST:

By: _____
David R. Soloman, City Clerk

Approved as to form and correctness:
D'Wayne M. Spence, Interim City Attorney

_____
Lynn Solomon, Assistant City Attorney

SAMPLE

CONSULTANT

WITNESSES:

VENDOR CO. NAME HERE

_____
Signature

_____
Print Name

_____
Signature

_____
Print Name

By: _____
Name and Title

ATTEST:

By: _____
Secretary

(CORPORATE SEAL)

STATE OF _____:
COUNTY OF _____:

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ___ day of _____, 2024, by (Name and title of authorized officer) for (Name of corporation), a (whatever type of corporation).

_____
(Signature of Notary Public – State of Florida)

_____
Print, Type or Stamp Commissioned Name of Notary Public)

Personally Known ____ OR Produced Identification ____ Type of Identification Produced_____

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CITY OF FORT LAUDERDALE
GENERAL CONDITIONS

These instructions and conditions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Procurement Services Division. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement. In this general conditions document, Invitation to Bid (ITB), Request for Qualifications (RFQ), and Request for Proposal (RFP) are interchangeable.

PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

1.01 **BIDDER ADDRESS**: The City maintains automated vendor address lists that have been generated for each specific Commodity Class item through our bid issuing service, BidSync. Notices of Invitations to Bid (ITB'S) are sent by e-mail to the selection of bidders who have fully registered with BidSync or faxed (if applicable) to every vendor on those lists, who may then view the bid documents online. Bidders who have been informed of a bid's availability in any other manner are responsible for registering with BidSync in order to view the bid documents. There is no fee for doing so. If you wish bid notifications be provided to another e-mail address or fax, please contact BidSync. If you wish purchase orders sent to a different address, please so indicate in your bid response. If you wish payments sent to a different address, please so indicate on your invoice.

1.02 **DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.

1.03 **PACKING SLIPS:** It will be the responsibility of the awarded Contractor, to attach all packing slips to the OUTSIDE of each shipment. Packing slips must provide a detailed description of what is to be received and reference the City of Fort Lauderdale purchase order number that is associated with the shipment. Failure to provide a detailed packing slip attached to the outside of shipment may result in refusal of shipment at Contractor's expense.

1.04 **PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 45 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.

1.05 **TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.

1.06 **BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that the bid and the prices quoted in the bid will be firm for acceptance by the City for a period of one hundred twenty (120) days from the date of bid opening unless otherwise stated in the ITB.

1.07 **VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.

By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared by the City as conditional.

1.08 **NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.

1.09 **MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its procurement activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term "Minority Business Enterprise" means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business" is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than $1,000,000 in annual gross receipts.

BLACK, which includes persons having origins in any of the Black racial groups of Africa.
WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including Pakistani and East Indian.
HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.
NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.
ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

1.10 **MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION**
It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and

procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he or she will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

1.11 **SCRUTINIZED COMPANIES**

As a condition precedent to the effectiveness of this Agreement, subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), *affirmed, Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and that it does not have business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes (2023), as may be amended or revised. As a condition precedent to any contract for goods or services of any amount and as a condition precedent to the renewal of any contract for goods or services of any amount, the Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2023), and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2023), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2023), as may be amended or revised, or is engaged in a boycott of Israel, or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2023), as may be amended or revised.

1.12 **DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS**

The bidder or proposer certifies, by submission of a response to this solicitation, that neither it nor its principals and subcontractors are presently debarred or suspended by any Federal department or agency.

Part II DEFINITIONS/ORDER OF PRECEDENCE:

2.01 **BIDDING DEFINITIONS** The City will use the following definitions in its general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:

INVITATION TO BID (ITB) The solicitation document used for soliciting competitive sealed bids for goods or services.
INVITATION TO NEGOTIATE (ITN) All solicitation documents, regardless of medium, whether attached to or incorporated by reference in solicitations for responses from firms that invite proposals from interested and qualified firms so the city may enter into negotiations with the firm(s) determined most capable of providing the required goods or services.
REQUEST FOR PROPOSALS (RFP) A solicitation method used for soliciting competitive sealed proposals to determine the best value among proposals for goods or services for which price may not be the prevailing factor in award of the contract, or the scope of work, specifications or contract terms and conditions may be difficult to define. Such solicitation will consider the qualifications of the proposers along with evaluation of each proposal using identified and generally weighted evaluation criteria. RFPs may include price criteria whenever feasible, at the discretion of the city.
REQUEST FOR QUALIFICATIONS (RFQ) A solicitation method used for requesting statements of qualifications in order to determine the most qualified proposer for professional services.
BID – a price and terms quote received in response to an ITB.
PROPOSAL – a proposal received in response to an RFP.
BIDDER – Person or firm submitting a Bid.
PROPOSER – Person or firm submitting a Proposal.
RESPONSIVE BIDDER – A firm who has submitted a bid, offer, quote, or response which conforms in all material respects to the competitive solicitation document and all of its requirements.
RESPONSIBLE BIDDER – A firm who is fully capable of meeting all requirements of the solicitation and subsequent contract. The respondent must possess the full capability, including financial and technical, ability, business judgment, experience, qualifications, facilities, equipment, integrity, capability, and reliability, in all respects to perform fully the contract requirements and assure good faith performance as determined by the city.
FIRST RANKED PROPOSER – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.
SELLER – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.
CONTRACTOR – Any firm having a contract with the city. Also referred to as a "Vendor".
CONTRACT – All types of agreements, including purchase orders, for procurement of supplies, services, and construction, regardless of what these agreements may be called.
CONSULTANT – A firm providing professional services for the city.

2.02 **SPECIAL CONDITIONS:** Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety,

PART III BIDDING AND AWARD PROCEDURES:

3.01 **SUBMISSION AND RECEIPT OF BIDS:** To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidders should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten, or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Procurement Office, or other designated area, in the presence of Bidders, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.

3.02 **MODEL NUMBER CORRECTIONS:** If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.

3.03 **PRICES QUOTED:** Deduct trade discounts and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.

3.04 **TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption **number for EIN is 59-6000319, and State Sales tax exemption number is 85-8013875578C-1.**

3.05 **WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.

3.06 **APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in the bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in the bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.

3.07 **MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet or exceed these items, and feels that the technical specifications are overly restrictive, the bidder must notify the Procurement Services Division immediately. Such notification must be received by the Procurement Services Division prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.

3.08 **MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle the bidder to any relief from the conditions imposed in the contract.

3.09 **SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.

3.10 **LIFE CYCLE COSTING**: If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.

3.11 **BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.

3.12 **USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.

3.13 **QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Procurement Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.

3.14 **BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond or cashier's check. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.

3.15 **PUBLIC RECORDS/TRADE SECRETS/COPYRIGHT:** The Proposer's response to the RFP is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this RFP and the Contract to be executed for this RFP, subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Proposer's response to the RFP purporting to require confidentiality of any portion of the Proposer's response to the RFP, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the RFP constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the proposer agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records. In addition, the proposer agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as exempt from disclosure or confidential. Proposals bearing copyright symbols or otherwise purporting to be subject to copyright protection in full or in part may be rejected. The proposer authorizes the City to publish, copy, and reproduce any and all documents submitted to the City bearing copyright symbols or otherwise purporting to be subject to copyright protection.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE RFP AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE RFP OR ANY PART THEREOF AS COPYRIGHTED.

3.16 **PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.

3.17 **RESERVATIONS FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.

If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.

3.18 **LEGAL REQUIREMENTS:** Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.

3.19 **BID PROTEST PROCEDURE:** Any proposer or bidder who is not recommended for award of a contract and who alleges a failure by the city to follow the city's procurement ordinance or any applicable law may protest to the chief procurement officer, by delivering a letter of protest to the director of finance within five (5) days after a notice of intent to award is posted on the city's web site at the following url: https://www.fortlauderdale.gov/departments/finance/procurement-services/notices-of-intent-to-award

The complete protest ordinance may be found on the city's web site at the following url:
https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeid=coor_ch2ad_artvfi_div2pr_s2-182direpr

PART IV BONDS AND INSURANCE

4.01 **PERFORMANCE BOND:** If a performance bond is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond, payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

4.02 **INSURANCE:** The Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

The Contractor shall provide to the Procurement Services Division original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an ADDITIONAL INSURED for General Liability Insurance and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting the bid, agrees to abide by such modifications.

PART V PURCHASE ORDER AND CONTRACT TERMS:

5.01 **COMPLIANCE WITH SPECIFICATIONS, LATE DELIVERIES/PENALTIES:** Items offered may be tested for compliance with bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:

- Bidder's name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
- All City Departments being advised to refrain from doing business with the Bidder.
- All other remedies in law or equity.

5.02 **ACCEPTANCE, CONDITION, AND PACKAGING:** The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.

5.03 **SAFETY STANDARDS:** All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended.

5.04 **ASBESTOS STATEMENT:** All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB the bidder will supply only material or equipment that is 100% asbestos free.

5.05 **OTHER GOVERNMENTAL ENTITIES:** If the Bidder is awarded a contract as a result of this ITB, the bidder may, if the bidder has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.

5.06 **VERBAL INSTRUCTIONS PROCEDURE:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.

5.07 **INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.

5.08 **INDEMNITY/HOLD HARMLESS AGREEMENT:** Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Contractor or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Contractor. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.

5.09 **TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.

5.10 **TERMINATION FOR CONVENIENCE:** The City reserves the right, in the City's best interest as determined by the City, to cancel any contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.

5.11 **CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

5.12 **RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The Contractor agrees to make available to the City Auditor or the City Auditor's designee, during normal business hours and in Broward, Miami-Dade or Palm Beach Counties, all books of account, reports, and records relating to this contract. The Contractor shall retain all books of account, reports, and records relating to this contract for the duration of the contract and for three years after the final payment under this Agreement, until all pending audits, investigations or litigation matters relating to the contract are closed, or until expiration of the records retention period prescribed by Florida law or the records retention schedules adopted by the Division of Library and Information Services of the Florida Department of State, whichever is later.

5.13 **PERMITS, TAXES, LICENSES:** The successful Contractor shall, at his/her/its own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this contract.

5.14 **LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.

NON-DISCRIMINATION: The Contractor shall not, in any of its activities, including employment, discriminate against any individual on the basis of race, color, national origin, age, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, marital status, or any other protected classification as defined by applicable law.

1. The Contractor certifies and represents that the Contractor will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, (2019), as may be amended or revised, ("Section 2-187"), during the entire term of this Agreement.
2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.
4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

5.15 **UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party of the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required prior items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:

1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.

2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.

3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve Contractor of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying Contractor from receiving any business from the City for a stated period of time.

If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.

5.16 **ELIGIBILITY:** If applicable, the Contractor must first register with the Florida Department of State in accordance with Florida Statutes, prior to entering into a contract with the City.

5.17 **PATENTS AND ROYALTIES:** The Contractor, without exception, shall defend, indemnify, and hold harmless the City and the City's employees, officers, employees, volunteers, and agents from and against liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including their use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include any and all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

5.18 **ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Commission or the City Manager or City Manager's designee, depending on original award approval.

5.19 **GOVERNING LAW; VENUE:** The Contract shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of the Contract, and for any other legal proceeding, shall be in the courts in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida.

5.20 **PUBLIC RECORDS:**

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE, ONE EAST BROWARD BOULEVARD, SUITE 444, FORT LAUDERDALE, FLORIDA 33301, 954-828-5002, PRRCONTRACT@FORTLAUDERDALE.GOV.

Contractor shall comply with public records laws, and Contractor shall:

1. Keep and maintain public records required by the City to perform the service.

2. Upon request from the City's custodian of public records, provide the City 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 (2019), as may be amended or revised, or as otherwise provided by law.

3. 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 contract term and following completion of the contract if the Contractor does not transfer the records to the City.

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

AFFIDAVIT OF COMPLIANCE WITH FOREIGN ENTITY LAWS
(Florida Statute- §287.138, 692.201, 692.202, 692.203, and 692.204)

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

1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source:§ 287.138(2)(a), Florida Statutes)

2. The government of a foreign country of concern does not have a controlling interest in Entity. (Source:§ 287.138(2)(b), Florida Statutes)

3. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes)

4. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source:§ 288.007(2), Florida Statutes)

5. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes)

6. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(I), Florida Statutes)

7. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

8. ***(Only applicable if purchasing real property)*** Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source:§§ 692.203(6)(a), 692.204(6)(a), Florida Statutes)

9. The undersigned is authorized to execute this affidavit on behalf of Entity.

Name: _____ Title: _____ Entity: _____

Signature: _____ Date: _____

NOTARY PUBLIC ACKNOWEDGEMENT SECTION

STATE OF _____

COUTY OF _____

The foregoing instrument was acknowledged before me, by means of ❑ physical presence or ❑ online notarization, this ____ day of _____ 20__, by _____, as

_____ for _____, who is

personally known to me or who has produced _____ as identification.

Notary Public Signature: _____ (Notary Seal)

Print Name: _____ My commission expires: _____

CITY OF FORT LAUDERDALE BID/PROPOSAL CERTIFICATION

Please Note: It is the sole responsibility of the bidder/proposer to ensure that their response is submitted electronically through the City's on-line strategic sourcing platform prior to the bid opening date and time listed. Paper bid submittals will not be accepted. All fields below must be completed. If the field does not apply to you, please note N/A in that field.

If you are a foreign corporation, you may be required to obtain a certificate of authority from the department of state, in accordance with Florida Statute §607.1501 (visit http://www.dos.state.fl.us/).

Company: (Legal Registration) _____ EIN (Optional): _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone No.: _____ FAX No.: _____ Email: _____

Delivery: Calendar days after receipt of Purchase Order **(section 1.02 of General Conditions)**: _____

Total Bid Discount **(section 1.05 of General Conditions)**: _____

Check box if your firm qualifies for DBE **(section 1.09 of General Conditions)**: ❑

ADDENDUM ACKNOWLEDGEMENT - Proposer acknowledges that the following addenda have been received and are included in the proposal:

Addendum No.	Date Issued	Addendum No.	Date Issued	Addendum No.	Date Issued	Addendum No.	Date Issued

---

VARIANCES: If you take exception or have variances to any term, condition, specification, scope of service, or requirement in this competitive solicitation you must specify such exception or variance in the space provided below or reference in the space provided below all variances contained on other pages within your response. Additional pages may be attached if necessary. No exceptions or variances will be deemed to be part of the response submitted unless such is listed and contained in the space provided below. The City does not, by virtue of submitting a variance, necessarily accept any variances. If no statement is contained in the below space, it is hereby implied that your response is in full compliance with this competitive solicitation. If you do not have variances, simply mark N/A.

The below signatory hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid/proposal. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal, I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this bid/proposal. The below signatory also hereby agrees, by virtue of submitting or attempting to submit a response, that in no event shall the City's liability for respondent's direct, indirect, incidental, consequential, special or exemplary damages, expenses, or lost profits arising out of this competitive solicitation process, including but not limited to public advertisement, bid conferences, site visits, evaluations, oral presentations, or award proceedings exceed the amount of Five Hundred Dollars ($500.00). This limitation shall not apply to claims arising under any provision of indemnification or the City's protest ordinance contained in this competitive solicitation.

Submitted by:

_____ _____

Name (printed) Signature

_____ _____

Date Title

CONTRACTOR'S CERTIFICATE OF COMPLIANCE WITH NON-DISCRIMINATION PROVISIONS OF THE CONTRACT

The completed and signed form should be returned with the Contractor's submittal. If not provided with submittal, the Contractor must submit within three business days of City's request. Contractor may be deemed non-responsive for failure to fully comply within stated timeframes.

Pursuant to City Ordinance Sec. 2-17(a)(i)(ii), bidders must certify compliance with the Non-Discrimination provision of the ordinance.

A. Contractors doing business with the City shall not discriminate against their employees based on the employee's race, color, religion, gender (including identity or expression), marital status, sexual orientation, national origin, age, disability, or any other protected classification as defined by applicable law.

Contracts. Every Contract exceeding $100,000, or otherwise exempt from this section shall contain language that obligates the Contractor to comply with the applicable provisions of this section.

The Contract shall include provisions for the following:

(i) The Contractor certifies and represents that it will comply with this section during the entire term of the contract.

(ii) The failure of the Contractor to comply with this section shall be deemed to be a material breach of the contract, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.

_____ _____

Authorized Signature Print Name and Title

_____

Date

E-VERIFY AFFIRMATION STATEMENT

Solicitation/Bid /Contract No: _____

Project Description:

Contractor/Proposer/Bidder acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of,

A. all persons employed by Contractor/Proposer/Bidder to perform employment duties within Florida during the term of the Contract, and,

B. all persons (including subcontractors/vendors) assigned by Contractor/Proposer/Bidder to perform work pursuant to the Contract.

The Contractor/Proposer/Bidder acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the Contract is a condition of the Contract.

Contractor/Proposer/ Bidder Company Name: _____

Authorized Company Person's Signature: _____

Authorized Company Person's Title: _____

Date: _____

NON-COLLUSION STATEMENT

By signing this offer, the vendor/contractor certifies that this offer is made independently and *free* from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

> 3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g., ownership of five (5) percent or more).
>
> 3.4. Immediate family members (spouse, parents, and children) are also prohibited from contracting with the City subject to the same general rules.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

NAME	RELATIONSHIPS
_____	_____
_____	_____
	_____
	_____

In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.

_____ _____

Authorized Signature Title

_____ _____

Name (Printed) Date

CITY OF FORT LAUDERDALE

ANTI-HUMAN TRAFFICKING AFFIDAVIT

Rev Date: 01/13/2025

The undersigned, on behalf of _____,
(Print complete name incorporated with suffix: INC, LLC, LTD, LP, PA, etc.)
a _____ (*State corporation is registered*) _____ (Type of entity: profit or non-profit), ("Nongovernmental Entity"), under penalty of perjury, hereby deposes and says:

1. My name is _____.
(Print complete name of corporate officer/authorized representative)
2. I am an ☐ officer or ☐ authorized representative (Select one) of the Nongovernmental Entity. My title is: _____.
(Print title of corporate officer/authorized representative)
3. I attest that the Nongovernmental Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes (2024), as may be amended or revised.

Under penalties of perjury, I declare that I have read the foregoing Anti-Human Trafficking Affidavit and that the facts stated in it are true.

Signature of Officer or Representative: _____

Office Address: _____

Email Address: _____

Main Phone Number: _____ FEIN No.: _____

STATE OF _____
COUNTY OF _____

Sworn to and subscribed before me by means of ❑ physical presence or ❑ online notarization, this ____ day of _____, 2025, by _____.
(Print name of corporate officer/representative)

_____
(Signature of Notary Public – State of _____)

(NOTARY SEAL)

_____
Print, Type or Stamp Commissioned Name of Notary Public)

Personally Known ☐ OR Produced Identification ☐

Type of Identification Produced_____

City of Fort Lauderdale • Procurement Services Division
101 NE 3rd Ave., Suite 1650 • Fort Lauderdale, Florida 33301
954-828-5933 Fax 954-828-5576
purchase@fortlauderdale.gov

ADDENDUM NO. 1

RFP No. 455

TITLE: Community Development Block Grant Disaster Recovery (CDBG-DR)

ISSUED: April 10, 2025

This addendum is being issued to make the following change(s):

1. Bid Start Date: April 03, 2025
   Bid End Date: April 17, 2025, 2:00 PM EST
   ~~Q & A End Date: April 14, 2025, 5:00 PM EST~~
   Bid Contact: Yesenia Pascual Sr. Procurement Specialist
   954-828-5257
   ypascual@fortlauderdale.gov

Q & A Close date has been changed to **APRIL 15, 2025**, at 5:00 PM.

All other terms, conditions, and specifications remain unchanged.

Yesenia Pascual
Sr. Procurement Specialist

Company Name: _____
(please print)

Bidder's Signature: _____

Date: _____

City of Fort Lauderdale • Procurement Services Division
101 N.E. 3rd Ave., Suite 1650 • Fort Lauderdale, Florida 33301
954-828-5933 Fax 954-828-5576
purchase@fortlauderdale.gov

ADDENDUM NO. 2

RFP EVEN No. 455
TITLE: COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY (CDBG-DR)

ISSUED: APRIL 15, 2025

This addendum is being issued to make the following change(s):

1. **The opening date has been changed to April 24, 2025, at 02:00 PM.**

2. **FY 2025 City Commission Priorities document has been attached to this addendum.**

3. **Sample Agreement Section 6, Method of Billing and Payment**

   CHANGE FROM:

   Consultant may submit invoices for compensation no more often than monthly, but only after the services for which the invoices are submitted have been completed. An original invoice plus one copy are due within fifteen (15) days of the end of the month except the final invoice which must be received no later than sixty (60) days after this Agreement expires. Invoices shall designate the nature of the services performed and/or the goods provided.

   The payments will be made at intervals as described above upon successful completion of deliverables. ~~The Final payment will not be made until the consolidated plan has been submitted and approved by HUD~~

   City shall pay Consultant within forty-five (45) days of receipt of Consultant's proper invoice, as provided in the Florida Local Government Prompt Payment Act

   To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by the City's Contract Administrator. Payment may be withheld for failure of Consultant to comply with a term, condition, or requirement of this Agreement.

   Notwithstanding any provision of this Agreement to the contrary, City may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not

City of Fort Lauderdale • Procurement Services Division
101 N.E. 3rd Ave., Suite 1650 • Fort Lauderdale, Florida 33301
954-828-5933 Fax 954-828-5576
purchase@fortlauderdale.gov

been remedied or resolved in a manner satisfactory to the City's Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by City.

CHANGED TO:

Consultant may submit invoices for compensation no more often than monthly, but only after the services for which the invoices are submitted have been completed. An original invoice plus one copy are due within fifteen (15) days of the end of the month except the final invoice which must be received no later than sixty (60) days after this Agreement expires. Invoices shall designate the nature of the services performed and/or the goods provided.

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Notwithstanding any provision of this Agreement to the contrary, City may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the City's Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by City.

4. **Solicitation Document VI- Cost Proposal Page**

CHANGE FROM:

Proposer Name: _____

Proposer agrees to supply the products and services at the prices bid/proposed below in accordance with the terms, conditions and specifications contained in this RFP.

City of Fort Lauderdale • Procurement Services Division
101 N.E. 3rd Ave., Suite 1650 • Fort Lauderdale, Florida 33301
954-828-5933 Fax 954-828-5576
purchase@fortlauderdale.gov

~~Cost to the City: The Consultant shall provide, at a minimum, a fixed hourly all-inclusive rate for the position listed below and any other positions deemed necessary to effectively carry out the program. Consultants should not incur overtime charge unless prior written approval is obtained from the City~~.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Project Executive	2080	Rate Per Hour		
2	Project Accountant	2080	Rate Per Hour		
3	Project Grants Consultant	2080	Rate Per Hour		
4	Project /Program Manager	2080	Rate Per Hour		
5	Policy and Procedures / Consultant (Short-term)	2080	Rate Per Hour		
6	Administrative Support	2080	Rate Per Hour		
7	Technical Consultant	2080	Rate Per Hour		

Submitted by:

_____ _____
Name (printed) Signature

_____ _____
Date Title

CHANGED TO:

Proposer Name: _____

Proposer agrees to supply the products and services at the prices bid/proposed below in accordance with the terms, conditions and specifications contained in this RFP.

Cost to the City: The Consultant shall provide, at a minimum, the maximum proposed all-inclusive rate for the positions listed below as deemed necessary to effectively carry out the program. Consultants should not incur overtime charge unless prior written approval is obtained from the City.

City of Fort Lauderdale • Procurement Services Division
101 N.E. 3rd Ave., Suite 1650 • Fort Lauderdale, Florida 33301
954-828-5933 Fax 954-828-5576
purchase@fortlauderdale.gov

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Project Executive	2080	Rate Per Hour		
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4	Project /Program Manager	2080	Rate Per Hour		
5	Policy and Procedures / Consultant (Short-term)	2080	Rate Per Hour		
6	Administrative Support	2080	Rate Per Hour		
7	Technical Consultant	2080	Rate Per Hour		

Submitted by:

_____ _____
Name (printed) Signature

_____ _____
Date Title

All other terms, conditions, and specifications remain unchanged.

Yesenia Pascual
Sr. Procurement Specialist

Company Name:

_____
(please print)

Bidder's Signature:

_____

Date: _____

FY 2025 Adopted Commission Priorities

PRIORITY	FUNDED ITEMS (★ Newly funded initiatives)
PUBLIC SAFETY	★The Fire Rescue Department budget includes approximately $565,000 for the addition of five (5) positions which will add a third firefighter/paramedic to one Medical Rescue Unit beginning in April 2025.
	★The Police Department budget includes $100,000 to create a Recruitment and Retention Incentive Program which will provide financial incentives to employees and homeowner associations as well as a hiring bonus for new police officers who complete their probation period.
	★The Police Department budget includes approximately $175,000 to establish a School Zone Speed Enforcement Camera Program which will install automated speed detection systems in school zones for four schools.
	★A police focused public safety survey is funded in the amount of approximately $48,300 to better understand the perception and satisfaction with the City's police and public safety efforts.
	The CIP includes $81.9 million of unspent project balance for the Police Headquarters Replacement Project.
	The Police Department budget includes approximately $714,000 for the replacement of police equipment such as ballistic vests and license plate readers.
	The Police Department budget continues to fund the staffing of the Real Time Crime Center in the amount of approximately $407,000.
	The Police Department budget includes $344,000 for the continuation of the ShotSpotter Program.
	The Fleet Services budget includes $9.0 million for the replacement of 86 Public Safety vehicles, per the vehicle replacement schedule, including six Fire Rescue apparatuses.
	The Fire Rescue Department budget includes approximately $4.3 million for the replacement of equipment such as extrication equipment and bunker gear.
	The CIP includes $250,000 of unspent project balance for a temporary trailer to serve as the Ocean Rescue Headquarters.
	The CIP includes approximately $196,000 for the replacement of lifeguard towers as well as approximately $222,000 of unspent project balance.
HOMELESSNESS INITIATIVES	★The City Manager's Office budget includes $330,000 for Shelter Bed Access Program which would provide temporary shelter for neighbors experiencing homelessness for a period of up to 60 days.
	The Neighbor Support Division budget includes approximately $315,260 to continue the Housing Navigation Program in partnership with the Taskforce Fore Ending Homelessness.
	The Neighbor Support Division budget includes approximately $204,384 for the continuation of the Community Court Program which includes one (1) position and helps individuals receive services tailored to their needs, and link participants to restitution projects and onsite social services and treatment providers.
	The Police Department continues its efforts toward homeless support in the amount of approximately $1.1 million through the General Fund for the Homeless Outreach Unit and Reunification Travel Voucher Program.
	The Homeless Intervention Administrator position continues to be funded by the City Manager's Office in the amount of approximately $133,022.

FY 2025 Adopted City Commission Priorities, continued

PRIORITY	FUNDED ITEMS (★ Newly funded initiatives)
HOMELESSNESS INITIATIVES	The Fire Rescue Department Budget includes $310,281 to continue the Mobile Integrated Health Program – Homeless Action Team which connects high utilizers (911 callers with three or more logged calls annually) to public and private resources.
	Entitlement grant funding will continue to support homelessness initiatives and is managed by the Housing and Community Development Division: o Community Development Block Grant (CDBG) funding will provide approximately $226,000 to support local organizations' homelessness assistance and prevention programs. o HOME Investment Partnerships - American Rescue Plan funding will provide $2.1 million to be used in part to assist those experiencing homelessness and to prevent homelessness. o State Housing Initiative Partnership funding will provide $1.4 million to be used in part to assist to those experiencing homelessness and to prevent homelessness.
AFFORDABLE HOUSING AND ECONOMIC DEVELOPMENT	Entitlement grant funding will continue to support housing opportunity initiatives and is managed by the Housing and Community Development Division: o HOME Investment Partnerships funding will provide approximately $202,000 to be used in part to support affordable housing initiatives. o Housing Opportunities for Persons with AIDS (HOPWA) funding will provide $7.6 million to assist with facility-based housing, various rent programs, mortgage assistance, and utilities.
	The Community Redevelopment Agency budgets includes approximately $18.9 million to fund incentive programs to attract new businesses and encourage economic development. Another $70,000 is included to advertise and promote the incentive programs.
	The Public Affairs Division of the City Manager's Office is funded in the amount of approximately $1.4 million, which includes funding to attract new and support existing businesses including Qualified Target Industry (QTI) Tax Refunds and Economic Development Incentives.
	The Development Services Department budget includes $48,000 for 3D development mapping.
	The CIP includes $4.0 million in unspent balances for the replacement of City Hall.
TRANSPORTATION AND TRAFFIC	The CIP includes $3.5 million for the repair and maintenance of asphalt, roadways, and sidewalks, in addition to $870 thousand to expand sidewalk access within the City.
	★The Transportation and Mobility Department budget includes $45,000 to improve the safety at the intersection of Las Olas and SE 2nd Avenue with the implementation of signs and markings.
	★The Transportation and Mobility Department budget includes approximately $376,000 to provide for a security presence at the Performing Arts Center Parking Garage as well as to complete a structural assessment.
	The CIP includes $3.5 million for the repair and maintenance of asphalt, roadways, and sidewalks, in addition to $870 thousand to expand sidewalk access within the City.
	The CIP includes $6.0 million in unspent project balances to continue the implementation of the Las Olas Mobility Plan.
	The Transportation and Mobility Department budget includes $1.7 million in ongoing funding to enhance the City's Microtransit Program.
	The CIP includes approximately $92,828 of unspent project balance for traffic flow improvements as well as $80,000 for the Riverside Park Traffic Calming Project.
	Transportation and Mobility Department General Fund budget includes approximately $61,000 for Bluetooth sensors that collect traffic data for analysis.

FY 2025 Adopted City Commission Priorities, continued

PRIORITY	FUNDED ITEMS (★ Newly funded initiatives)
TRANSPORTATION AND TRAFFIC	The Transportation and Mobility Department General Fund budget includes $50,000 to continue the Speed Radar Program to collect traffic data for potential synchronization improvements.
	★The Transportation and Mobility Department budget includes funding to enhance parking enforcement, specifically in the Flagler Village area; this enhancement is expected to be cost neutral due to additional parking revenues.
INFRASTRUCTURE AND RESILIENCE	The CIP includes $41.2 million in cash funded Stormwater Fund capital projects.
	Approximately $158,000 is included in the Public Works Department budget for a senior project manager to manage the construction of the new Prospect Lake Water Treatment Plant.
	The CIP includes $51.1 million in unspent project balances for advanced metering infrastructure which will improve water billing accuracy, provide advanced tools for monitoring, and remotely turn off and on services. The Public Works Department budget includes approximately $1.0 million for the operation and maintenance of the new advanced water meter infrastructure.
	The CIP includes $484,100 in funding for the restoration and replacement of seawalls as well as $2.0 million of unspent project balance.
	The Public Works Department will address water quality through the following initiatives: o The Public Works Department Water & Sewer Fund budget includes $136,458 in funding for the Waterway Quality Monitoring Program. o The Public Works Department budget includes $398,000 for the Canal Cleaning Program.
	The Water/Sewer Revenue Bond was issued in FY 2018 in the amount of $200 million to fund priority projects; another $200.0 million was issued in FY 2024 for consent order and other priority water and sewer infrastructure projects. Many of these projects have a multi-year implementation cycle and are ongoing. The Community Investment Plan (CIP) includes over $36.9 million remaining to be appropriated from the bond funding.
	The CIP Water/Sewer Master Plan includes $30.0 million in new cash funded capital projects in addition to over $83.2 million in unspent project balances. The Central Region Wastewater budget includes $19.8 million in new cash funded capital projects prioritized based upon a renewal and replacement study in addition to over $65.0 million in unspent project balances.
	The CIP includes $157.3 million in unspent project balances for the enabling works needed to connect the City's existing water system to the new Prospect Lake Clean Water Center.
	Design work is underway to support the first tranche of Stormwater improvements in eight (8) neighborhoods, as part of the Fortify Lauderdale program, with the issuance of a Stormwater Bond to support construction planned for FY 2026.
	The CIP includes $3.8 million for a condition assessment of the City's Watershed Asset Management Plan (WAMP) as well as $3.8 million of unspent project balance. Additionally, the Public Works Department Stormwater Operations budget includes $1.3 million to support asset inventory improvements and implementation of the WAMP.
	★The Public Works Department budget includes approximately $168,000 for a Resilience Outreach Coordinator.
	★The Public Works Department budget includes approximately $678,000 for an additional six (6) positions who will manage the construction of new stormwater infrastructure.

FY 2025 Adopted City Commission Priorities, continued

PRIORITY	FUNDED ITEMS (★ Newly funded initiatives)
INFRASTRUCTURE AND RESILIENCE	★The Public Works Department budget includes $2.8 million to enhance maintenance of stormwater infrastructure following the addition of new stormwater assets.
	★The Public Works Department budget includes $3.0 million to develop an updated Comprehensive Water and Sewer Masterplan.
	★The City Manager's Office budget includes approximately $161,000 for the addition of a Chief Waterways Officer.
	The CIP includes $8.4 million for the repair and replacement of bridges as well as $2.8 million of unspent project balances.
PUBLIC SPACES AND COMMUNITY INITIATIVES	The Development Services Department budget includes approximately $267,000 for planning and administration of the Historic Preservation Program funded by the General Fund.
	★Nonprofit organization funding will continue to support the Fort Lauderdale Historic Society, Inc. in the amount of $85,000 which contributes to the City's historical life and serves as a resource within the Riverwalk Arts and Entertainment District. Additionally, $100,000 has been included for improvements to the building being used by the Fort Lauderdale Historic Society, Inc.
	The Development Services Department budget includes approximately $5.4 million for the enforcement of code concerns, including vacation rental regulations.
	Entitlement grant funding, in the amount of approximately $907,000, will be used in part to proliferate access to internet in low-income neighborhoods.
	★The City continues to fund a Chief Education Officer to improve education within the City in the amount of approximately $139,000. Additionally, $15,000 is being included for a Teachers of the Year commemoration.
	The CIP includes approximately $2.8 million in unspent project balances for the Galt Ocean Mile beautification project.
	The CIP includes $1.9 million for the repair and maintenance of City-owned facilities as well as $3.5 million of unspent project balances.
	The Parks and Recreation Department budget includes $23.5 million for the maintenance of parks and medians and Citywide tree services.

**Some of these projects have elements that are components of other programs and initiatives; as such, the funding identified above may extend to multiple Commission Priorities.*

Exhibit B

RFP No. 455- COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY (CDBG-DR)

PRIME CONSULTANT - IEM International, Inc. (IEM)

Labor Category	Unit	Final Rates
Project Executive	Per Hour	$ 185.00
Project Accountant	Per Hour	$ 120.00
Project Grants Consultant	Per Hour	$ 116.00
Project /Program Manager	Per Hour	$ 155.00
Policy and Procedures /Consultant (Short-term)	Per Hour	$ 137.00
Administrative Support	Per Hour	$ 50.00
Technical Consultant	Per Hour	$ 137.00

By: 964FBB635BAD47E... Date: 6/10/2025

IEM International, Inc.
Keith Reynolds
Director of Contract Operations



April 24, 2025

A Proposal for the City of Fort Lauderdale

COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY

POC:
Maria Badaracco
Contract Administrator
Contracts@iem.com • (919) 990-8191

ATTN:
Yesenia Pascual, Sr. Procurement Specialist
ypascual@fortlauderdale.gov • (954) 828-5257

IEM
SAFE. SECURE. RESILIENT.

Confidential Matter

The table below identifies the confidential matter of our proposal.

Proposal Section	Proposal Page Number	Florida Statute
Section 3.0	Page 22	Florida Statute 119.0715(2) PUBLIC RECORD EXEMPTION
Section 3.2	Page 30	Florida Statute 119.0715(2) PUBLIC RECORD EXEMPTION
Section 3.2	Page 31	Florida Statute 119.0715(2) PUBLIC RECORD EXEMPTION
Section 3.2	Page 32	Florida Statute 119.0715(2) PUBLIC RECORD EXEMPTION
Section 4.1	Page 45	Florida Statute 119.0715(2) PUBLIC RECORD EXEMPTION
Section 4.2	Pages 53-55	Florida Statute 119.0715(2) PUBLIC RECORD EXEMPTION
Section 4.3	Page 56	Florida Statute 119.0715(2) PUBLIC RECORD EXEMPTION
Section 4.3	Page 58	Florida Statute 119.0715(2) PUBLIC RECORD EXEMPTION
Section 5.0	Pages 60-63	Florida Statute 119.0715(2) PUBLIC RECORD EXEMPTION
Section 7.0	Pages 74-76	Florida Statute 119.071(1)(c)
Section 8.0	Page 81	Florida Statute 119.0715(2) PUBLIC RECORD EXEMPTION

1.0 Table of Contents

1.0 Table of Contents 1
2.0 Executive Summary 2
2.1 Letter of Introduction 2
2.2 Key Personnel Experience 6
2.2.1 Key Staff and Office Location 9
2.2.2 Resumes 10
3.0 Experience of the Firm and Key Personnel Experience 18
3.1 Years of Experience Providing Consultancy Services 18
3.2 Similar Past Projects 28
3.3 Sustainable Business Practices 33
3.4 Business Structure and Other Company Information 33
3.5 How IEM Exceeds the City's Minimum Qualifications 34
4.0 Approach to Scope and Adherence to Timeline 36
4.1 Overall Approach to Accomplishing the Project 37
4.1.1 Phase I 39
4.1.2 Phase II 41
4.1.3 Phase III 42
4.1.4 Phase IV 44
4.1.5 Phase V 46
4.1.6 Audits 50
4.1.7 Deliverables 51
4.2 Timeline 52
4.3 IEM's Current Workload 56
5.0 References & Past Performance 59
6.0 Minority/Women (M/WBE) Participation 64
7.0 Subconsultants 65
8.0 Required Forms 76

Docusign Envelope ID: 06FA4945-8919-4FED-AA17-0B8A5B3D0FE4

P.O. Box 110265
Research Triangle Park, NC 27709
+1 (800) 977-8191
www.iem.com

2.0 Executive Summary

2.1 Letter of Introduction

April 24, 2025

City of Fort Lauderdale
RFP Event# 455
ypascual@fortlauderdale.gov

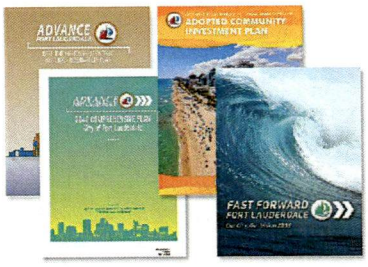
RE: RFP# 455 Community Development Block Grant Disaster Recovery (CDBG-DR)

Dear Evaluation Committee,

IEM International, Inc. (IEM) is pleased to offer our proposal to provide the City of Fort Lauderdale with Technical Assistance on behalf of the US Department of Housing and Urban Development (HUD) for its Community Development Block Grant-Disaster Recovery (CDBG-DR) program. We have spent nearly 40 years preparing for, responding to, and recovering from disaster events. Our objective is to support the City, its team, and the community organizations driving recovery efforts. The City of Fort Lauderdale has been allocated approximately $88 million in CDBG-DR funds for disaster recovery, presenting a tremendous opportunity to rebuild from the 2023 storms and strengthen the City's long-term resilience. With our extensive experience handling some of the most complex disasters, we will guide the City in navigating federal funding and policies related to disaster response and recovery. We offer best practices and lessons learned from other disasters to consider and follow community-led action in rebuilding stronger than before.

Company Background and Qualifications: As a disaster recovery and emergency management consulting firm, we are called upon to be in place before a disaster event begins, as they occur, and for the long haul as the City rebuilds and recovers. IEM was founded in 1985 and is an S Corporation and is headquartered in Raleigh, North Carolina. We have one office in Tallahassee, Florida and six additional offices across Louisiana, North Carolina, Virginia, and Puerto Rico. We will perform the requested services in a hybrid capacity (remote/onsite). We will start by leveraging IEM's existing Tallahassee office, and our teaming partner Nan McKay & Associates, Inc. who has three local offices in Miami, Miami-Gardens, and Lakeland. Together, we bring the City of Fort Lauderdale: the IEM Team. As requested by the City, we will embed our staff in City offices and open a location in City limits. We discuss our staffing model and provide resumes, demonstrating our capacity and the expertise required to implement the City's CDBG-DR program, in the section following our letter of introduction.

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Research Triangle Park, NC 27709
+1 (800) 977-8191
www.iem.com



The IEM Team brings the expertise, strategic vision, and time-proven methodologies needed to guide this effort from initial planning through final closeout. We have extensive experience managing CDBG-DR programs and knowledge of the federal requirements (including Public Law 118-158 and HUD's Universal Notice FR-6489-N-01). We will provide comprehensive management services to the City, ensuring full compliance at every step while uplifting the City's recovery goals through innovative program design. Our approach aligns with Fort Lauderdale's broader vision: the City's Advance 2040 Comprehensive Plan emphasizes hazard and natural disaster resiliency and recovery, and the FY 2025 Commission Priorities dedicate significant resources to resilience and infrastructure improvements. **We offer the City the following proposal - designed to turn those strategic priorities into action on the ground.**

Proposed Solution & Highlights of our Approach: To achieve this, we will implement a structured five-phase strategy mirroring the tasks outlined in the RFP. The figure below depicts the five phases and the main objectives we will accomplish. This phased approach helps ensure all federal deadlines and requirements are met in a timely manner while maintaining a clear organization of activities. Throughout all phases, we will coordinate closely with City staff and leadership and proactively solve problems to keep your recovery on track.

PHASE I
Citizen Participation & Financial Certification

We engage the community and complete critical administrative requirements for initiating the City's program.

PHASE II
Needs Assessment & Action Plan

We identify all recovery needs (housing, infrastructure, economic revitalization, public services, mitigation, and planning) in partnership with the public and stakeholders, then develop a HUD-compliant Action Plan.

PHASE III
Action Plan Implementation & Policies/Procedures

We establish the program infrastructure – detailed policies, procedures, and protocols – to launch recovery programs with transparency and accountability.

PHASE IV
Project Execution

We execute the funded projects with robust project management, technical expertise, and ongoing compliance monitoring to achieve demonstrable recovery outcomes – such as resilient infrastructure, rehabilitated homes, and enhanced public services – aligned with City priorities.

PHASE V
Grant Closeout

We ensure that the City meets 100% of CDBG-DR grant terms and requirements and is positioned for a successful closeout with HUD.

Commitment to Speed, Transparency, and Local Impact: The IEM Team's strategy is built on partnership and prudence. We bring our proven methodologies and innovative tools to maximize the impact of every CDBG-DR dollar, while maintaining strict compliance with governing regulations. Our approach emphasizes inclusive citizen participation, responsible financial stewardship, and strategic alignment with local plans. By engaging Fort Lauderdale's neighbors in the process and prioritizing projects that build resilience - for example, stormwater improvements and housing mitigation measures that complement the City's ongoing Fortify Lauderdale infrastructure program - we ensure that the recovery effort leaves the City stronger and better prepared for the future.

Throughout this proposal, we will demonstrate that IEM is the best choice to provide the personnel, equipment, and expertise that the City needs to address the services requested in this RFP. Our proposal outlines our firm and staff experience, approach to the scope of work, references and past performances, forms, and other elements required by the RFP. For contractual questions, please contact Contract Administrator Ms. Maria Badaracco at (919) 990-8191 or contracts@iem.com. For technical questions,

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please contact Tim Lagudi, Director of Citizen Services at (917) 940-2707 or tim.lagudi@ieminc.com. Our proposal has been submitted by Keith Reynolds, Director, Contract Operations and Compliance, who is an authorized representative of IEM and is authorized to contractually bind the business entity. We provide a corporate resolution of Mr. Reynolds on the following page evidencing that the individual submitting the proposal, does in fact have the required authority stated herein.

We would be honored to work alongside you, implement this plan, and realize your vision. Thank you for this opportunity.

Sincerely,

DocuSigned by:
964FBB635BAD47E...
Keith Reynolds,

Director, Contract Operations and Compliance

RESOLUTION OF THE BOARD OF DIRECTORS OF IEM INTERNATIONAL, INC.

FEBRUARY 15, 2025

Acting pursuant to the Delaware General Corporation Law ("DGCL") and the Articles of Incorporation and Bylaws of IEM International, Inc., a Delaware corporation engaged in business under the trade name of "IEM" (the "Corporation"), the Corporation's Board of Directors (the "Board") hereby adopts, affirms, approves, and ratifies the following recitals and resolutions:

WHEREAS, the Board has determined that for the Corporation's operations and risk management to function properly and efficiently, it is necessary and prudent to delegate certain authorities.

RESOLVED that Mr. Keith R. Reynolds, in his capacity as Director of Contract Operations and Compliance for the Corporation, be authorized, empowered, and directed in the name and on behalf of the Corporation to take or cause to be taken the following actions in accordance with the Corporation's policies and operational procedures:

- To negotiate, make, amend, execute, and deliver, or cause to be negotiated, made, amended, executed, and delivered, contracts, agreements, other legal instruments, compliance documents, responses to solicitations for contract opportunities, and any ancillary instruments necessary to effect the foregoing, and to undertake actions necessary to ensure that the Corporation adheres to applicable laws, regulations, and Corporation policies.
- To incur and pay, or cause to be incurred and paid, such expenses, fees, and taxes as shall, in Mr. Reynolds' opinion, be deemed necessary, advisable, or appropriate, and the taking of any such action or the preparation, delivery, execution, or filing by Mr. Reynolds of any of the foregoing or the payment of any such expenditures shall conclusively establish authority therefor from and the approval of the Corporation to effectuate or carry out fully the purpose and intent of all of these resolutions.

RESOLVED that any actions heretofore taken by Mr. Reynolds in connection with the matters contemplated hereby are adopted, affirmed, approved, and ratified in all respects as the act and deed of the Corporation.

RESOLVED that Mr. Reynolds shall exercise these authorities with due diligence and in accordance with the Corporation's best interests, adhering to all applicable laws, regulations, and ethical standards.

RESOLVED that a copy of these resolutions shall be filed with the minutes of the Board's proceedings.

CERTIFICATE

I, Bradley L. Tiffee, the undersigned Assistant Secretary and the custodian of the books, records, and seal of the Corporation, hereby certify that the foregoing is a true, accurate, and complete record of the resolutions duly adopted by the Corporation's Board in accordance with the CGCL and the Corporation's Articles of Incorporation and Bylaws on the date aforesaid and that said resolutions are in full force and effect without amendment or rescission.

WITNESS my hand and seal of the Corporation this 15th day of February, A.D. 2025.

IEM INTERNATIONAL, INC. CORPORATE SEAL DELAWARE

Bradley L. Tiffee

2.2 Key Personnel Experience

IEM is proud to bring a team of nationally recognized experts with full-spectrum CDBG-DR planning, implementation, and grants management experience for Fort Lauderdale's recovery. Our team is built specifically to manage, implement, and close out federally funded recovery programs like yours. Every key individual we've proposed is already on board, active in CDBG-DR operations, and ready to serve the City of Fort Lauderdale.

Deep Bench. Unmatched Experience. High Impact. Zero Learning Curve.

We understand Fort Lauderdale's expectations for this program: fast mobilization, flawless compliance, and transformative results. We selected our team for Fort Lauderdale based on one clear standard: Can they deliver all three? **That answer is a resounding yes.**

We're not offering theoretical expertise. We're bringing practitioners with years of intimate experience designing programs and delivering outcomes for HUD and other federally funded housing, infrastructure, and economic revitalization programs in jurisdictions like yours. Each member of our team is experienced in:

Designing and executing full-lifecycle CDBG-DR programs from launch to HUD closeout.	**Navigating the HUD Universal Notice, Public Law 118-158, and all applicable cross-cutting requirements (including Davis-Bacon, URA, Section 3, and 24 CFR Part 58).**	**Using the Disaster Recovery Grant Reporting (DRGR) System and preparing HUD-compliant reporting.**	**Supporting a range of clients, from small municipalities to large urban centers, with complex governance needs.**

Our team for Fort Lauderdale has recently assisted with disaster recovery efforts in:



We're ready to bring that same precision, innovation, and dedication to Fort Lauderdale.

Local Presence. Immediate Deployment.

The IEM Team's edge isn't just our national depth—it's rooted in local reach. Our team includes:

- Nearly 300 staff already in Florida, including Fort Lauderdale and surrounding counties.
- Two offices within a 30-minute drive of Fort Lauderdale City Hall.
- Nan McKay & Associates, our team member and nationally recognized local firm with longstanding experience providing implementation, monitoring, training, and technical assistance services to local governments.

Many of our proposed staff have worked directly with the City or neighboring jurisdictions. They know and understand the permitting process, local workflows, and municipal operations. We offer a ready-to-go deployment model—staff can be onsite, in your offices, with City teams on day one. **We're here to serve you.**

Scale, Stability, and Staying Power

The IEM Team isn't just available – we're committed to serving Fort Lauderdale and helping you realize your strategic vision. Our proposed team has a combined tenure of over 85 years. That means **continuity, trust, and no disruption** to delivering Fort Lauderdale's desired outcomes.

Our staffing model also includes:

- Surge capacity: We can deploy additional recovery personnel within 48–72 hours, as needed.
- Technical experts on call: Environmental, engineering, legal, and finance professionals are ready to plug in to support specialized tasks.
- Dedicated coverage: Our Fort Lauderdale-based personnel will be available for on-site engagement throughout the project.

Led by Floridians. Backed by National Leaders.



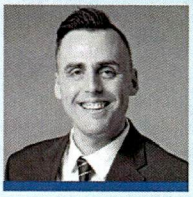
Bryan Koon

IEM is led by President and CEO Bryan Koon, a Florida native and former Executive Director of the Florida Division of Emergency Management (FDEM - where he served as Vice Chair of Florida's Domestic Security Oversight Council. He led 250 personnel at FDEM and coordinated the efforts of dozens of governmental and non-governmental organizations during activations of the State Emergency Response Team.



Marion McFadden

Ms. McFadden served as Principal Deputy Assistant Secretary for Community Planning Development at HUD. She was appointed to lead teams in more than 40 offices across the nation, administering a total grant portfolio of more than $60 billion, spanning more than two dozen programs. She has worked with CDBG-DR funds since 9/11.



Tim Lagudi

Mr. Lagudi has managed over $2 billion CDBG-DR funded housing recovery programs for 70,000 combined applicants across four deliveries. During his tensure as Program Manager for Rebuild Florida, average monthly home completions surged 400% in the six months following the IEM Team's assumption of full construction management responsibilities. As a certified PMP and Lean Six Sigma Master Black Belt, his approach to program design reduces waste and process variation to maximilze benefits to communities.



Nadienka Sanz

Ms. Sanz served as the Program Manager for the Puerto Rico Homeowner's Assistance Program (HAP), which was the first of all HAF programs to successfully disburse 100% of available funds. She has an extensive background in CDBG-DR programs, including the Rebuild Florida Program and Puerto Rico R3 Program. Ms. Sanz also worked for Broward Regional Health Planning Council for Tenant Based Rental Vouchers, Housing Opportunities for Persons with AIDS (HOPWA).

We know Florida. We know Fort Lauderdale. And we know how to get recovery done right.

The IEM Team also brings the best and the brightest individuals to serve Fort Lauderdale, providing best practices captured from essentially every major recovery program across the country for nearly four decades. We bring;

- Unrivaled knowledge from disaster recovery program management and team leadership.
- Decades of experience implementing programs from various funding sources, including, CDBG-DR, CDBG-MIT, FEMA IA, FEMA PA, Hazard Mitigation Assistance, HAF, and SBA.
- Innovative tools, processes, and best practices used for disaster recovery programs, following some of the nation's biggest disasters.

The figure below depicts the SMEs we offer the City of Fort Lauderdale.



We've honed our skills through decades of experience implementing complex recovery programs. We are prepared to help you tackle challenges and achieve outcomes that matter.

2.2.1 Key Staff and Office Location

Each member of our proposed key personnel roster has a proven track record of exceeding expectations on projects just like this one. As required by the RFP, the table below identifies the officers, principals, supervisory staff, and key individuals who will be directly involved with the work and their office locations.

Name	Role	Position Type	Office Location
Madhu Beriwal	IEM's Founder and Chair of the Board of Directors	Officer	Hybrid (Remote/On-site as needed)
Bryan W. Koon	IEM's President and Chief Executive Officer	Officer	Hybrid (Remote/On-site as needed)
Bradley L. Tiffee	IEM's Secretary and Chief Administrative Officer	Officer	Hybrid (Remote/On-site as needed)
John M. Schlegel	IEM's Treasurer and Chief Financial Officer	Officer	Hybrid (Remote/On-site as needed)
Allison L. Patrick	IEM's Chief Growth Officer	Officer	Hybrid (Remote/On-site as needed)
Marion McFadden	IEM's Vice President Disaster Recovery	Principal	Hybrid (Remote/On-site as needed)
Tim Lagudi, PMP	Project Executive	Project Executive/Supervisory Staff	Hybrid (Remote/On-site as needed)
Horacio Umfurer	Project Accountant	Fort Lauderdale Project Team	Onsite
Daniela Nuñez, MUP	Project Grants Consultant	Fort Lauderdale Project Team	Onsite
Nadienka Sanz	Project /Program Manager	Project Executive/Supervisory Staff	Onsite
Kera Package	Policy and Procedures / Consultant (Short-term)	Fort Lauderdale Project Team	Hybrid (Remote/On-site as needed)
Natasha Markman	Technical Consultant	Fort Lauderdale Project Team	Onsite
Karen Gonzalez	Administrative Support	Fort Lauderdale Project Team	Hybrid (Remote/On-site as needed)

2.2.2 Resumes

We have provided resumes of our key personnel on the following page



TIM LAGUDI



Project Executive

Education: International Marketing, SUNY Empire State College, 2013 | Advertising and Marketing Communications, Fordham University, 2005-2007

Years of Experience: 12+ in CDBG-DR/MIT Program, Construction, & Production Management

PROFESSIONAL QUALIFICATIONS

Mr. Lagudi has over 12 years of experience in project management, data analysis, project reporting, personnel management, and policy and procedure development for CDBG-DR programs. Throughout his career, he has demonstrated expertise and training in the following areas: project management, financial management and audits, property disaster recovery, compliance and monitoring, policy and reporting including data analysis, labor standards compliance, fair housing/equal opportunity compliance, construction management/monitoring, fund recapture and recovery, and environmental review compliance and procedures. Mr. Lagudi has directly managed over $2 billion in CDBG-DR-funded housing recovery programs for 70,000 combined applicants across four deliveries.

RELEVANT PROJECT EXPERIENCE

IEM, 2017-Present

Director, Citizen Services, 2017-Present

- Oversees IEM's portfolio of CDBG-DR-funded program deliveries and energy programs funded by the Bipartisan Infrastructure Law (BIL) and Inflation Reduction Act (IRA).

Rebuild Florida Irma HRRP, Production & Program Manager, 2019-2024

- Assumed Program Manager role in April 2021. From that time, the program completed an average of 162 homes per month through 2021, with a peak monthly performance of 194 homes.. Monthly home completions surged 400% in the six months following IEM's assumption of full construction management responsibilities.
- Under his leadership, the program completed 3,726 homes and has completed closeout on 3,267 projects.
- Overhauled and enhanced production reporting and analytics, resulting in a 200-300% increase in production.

Rebuild NC, Program Manager, 2018-2019

- Served as Program Manager for CDBG-DR Program RebuildNC to assist qualified low- and moderate income families and individuals in North Carolina.

Restore Louisiana, Program Manager, 2017-2018

- Managed pilot program – assisting 40 homeowners and disbursing funds during the first month of implementation.
- Provided oversight to all core program functions – from Intake to Closeout.

NY Rising, Program Manager, 2013-2017

- Coordinated across-the-board data control for intake centers and Anti-Fraud Waste Abuse (AFWA), Title, Verification of Benefits, and closeout quality control teams.

CERTIFICATIONS AND TRAININGS

- Project Management Professional (PMP), Project Management Institute
- Lean Six Sigma Master Black Belt, Six Sigma Global Institute
- Certified Agile Leadership, Six Sigma Global Institute
- Certified Process Improvement Specialist, Six Sigma Global Institute

HORACIO UMFURER



Project Accountant

Education: FAEC, Buenos Aires, Argentina, International Business
Years of Experience: 20+ in Finance and 7+ in HCV Program

PROFESSIONAL QUALIFICATIONS

Mr. Umfurer has experience establishing compliance and monitoring structures for federal programs, including developing compliance and testing checklists. He has worked in monitoring, reporting dashboards, and conducting risk assessment reviews for compliance. He has extensive experience identifying and evaluating federal regulatory requirements to ensure compliance. In his current role at Nan McKay, he plans, directs, and coordinates finance activities related to the Housing Choice Voucher (HCV), ensuring compliance with HUD and GAAP regulations. Before his experience at Nan McKay, he served as a Financial Compliance Manager for the Chicago Housing Authority, overseeing the annual department budget and HCV Program operating expenditures, including contract budgets.

RELEVANT PROJECT EXPERIENCE

Nan McKay & Associates, Inc., 2018-Present

Various Roles, Finance Manager, 2018-Present

- Oversee 154 million annual HCV Program budget.
- Oversee the IT Department and Reporting.
- Manage Portability billing and payments, new vendor accounts, and collections efforts.
- Prepare financial reports and forecasts.
- Ensure compliance with local, state, and federal laws.

Associate II, Harris County, Texas

- Nan McKay & Associates, in support of the Guidehouse team, assists Harris County with programming related to Harris County's COVID-19 Relief funding and related grants. In addition to legislative analyses, technical assistance, and program development, Nan McKay & Associates has assisted with identifying non-profit partners to act as program administrators for various COVID-related recovery programs. Nan McKay & Associates has established compliance and monitoring structures for both the Small Business Relief Program and the Rental Assistance Program.
- Developed compliance and monitoring checklists, testing checklists, and monitoring reporting dashboards for review of the Small Business Relief Program.
- Conducted initial risk review of subrecipient administrator.

Kiruna Credit, Cordoba, Argentina, 2015-2017

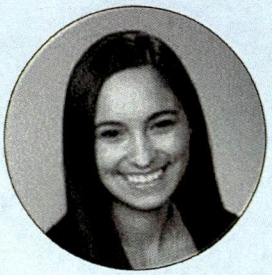
Internal Auditor, 2015-2017

- Ensure compliance with established internal controls and procedures.
- Examine company accounts and financial control systems.
- Examine records, reports, operating practices, and supporting documentation.

CERTIFICATIONS AND TRAINING

- HCV Executive Management
- HCV Financial Accounting and Reporting
- HCV Program Management
- HCV Financial Management

DANIELA NÚÑEZ



Project Grants Consultant

Education: M.A., City & Regional Planning, Rutgers University, 2017
B.A., Urban Studies & Planning/Ethnic Studies, University of California, San Diego, 2014
Years of Experience: 7+ in Federal Grants Management & Compliance

PROFESSIONAL QUALIFICATIONS

As an NMA senior consultant, Daniela Núñez has worked on the creation of CDBG-DR-funded housing programs in various municipalities, including most recently in the Midwest, where she focused on compliance monitoring and closeout. She has also recently worked on projects in Texas and Puerto Rico, providing grant administration, technical assistance, and training materials to CDBG-DR grantees. Ms. Núñez is a strong leader with long-term hands-on experience in procurement, state and federal regulations, grant administration, and disaster recovery.

RELEVANT PROJECT EXPERIENCE

Nan McKay & Associates, Inc., 2019-Present

Various Roles, Senior Consultant, 2019-Present, ***Consultant,*** 2017-2019
Compliance Monitor, *City of Joplin, Missouri,* 2017-2019

- Manages, defines, plans, and executes all aspects of a project lifecycle.
- NMA created the Joplin Homebuyer Assistance Program, which has provided over $13 million in DR assistance to approximately 500 families in an expedited timeframe. Ms. Núñez currently provides support for ongoing monitoring and manages all related technical programmatic issues.
- Specializes in regulatory compliance as it relates to both infrastructure and affordable housing.
- Conducts the compliance monitoring and technical assistance for subrecipients and city projects.
- Facilitates and guides client communications.
- Creates technical assistance materials and training workshops for grantees, subrecipient staff, and contractors.
- Specializes in community outreach.
- Oversees the closeout process for the CDBG-DR grantee.

Associate, *Harris County, Texas,* 2018-Present

- Provides project support for the creation of nine housing programs that benefit low—and moderate-income individuals, including temporary housing, down payment assistance, residential buy-out, and rehabilitation reconstruction.
- Assists with developing resiliency programming for infrastructure, housing, and economic development for the county through creating a commercial buyout program.
- Facilitates grant startup activities, including action plan development, program design, development of program guidelines, and standard operating procedures.
- Provides support for all redevelopment activities.

Associate, *Santa Monica, California – COVID,* May 2020-June 2020

- Provided technical assistance and research for health care systems in Santa Monica regarding COVID-19 and federal funding available.
- Conducted an extensive review of policy documents submitted to FEMA for grant consideration.

CERTIFICATIONS AND TRAINING

- FEMA Emergency Protective Measures

NADIENKA SANZ



Project/Program Manager

Education: A.A.S. Human Services, University of Phoenix, 2010
Years of Experience: 14+ in Program Management and HUD Regulations

PROFESSIONAL QUALIFICATIONS

With over 14 years of experience in Federal Funds Management and more than seven years of experience with CDBG-DR funds management programs in Florida and Puerto Rico, Ms. Sanz served as a Program Manager for the Puerto Rico Homeowners Program (HAP), which was recognized by the National Council of State Housing Agencies (NSCHA) as the first program ready for operations after receiving approval from the Department of Treasury; it exceeded all Treasury and client expectations, completing over 85% of applications within three months and disbursing over 50% of allocated funds in less than a year, before that assignment. After Hurricane Maria, Ms. Sanz served as Housing Manager for the Puerto Rico R3 CDBG-DR Recovery Program. She was key to the success of the Original R3 Intake Eligibility application. Ms. Sanz was also an Intake and Eligibility Manager for the Rebuild Florida Program, managing ten intake centers and over 80 staff members. She is an efficient and proactive manager with exceptional analytical and strategic skills that translate to programs with higher performance and predictable positive success rates. She has also previously worked in for Broward Regional Health Planning Council for over 10 years.

RELEVANT PROJECT EXPERIENCE

IEM, 2018-Present

Various Roles, Program Manager, *The Puerto Rico Homeowner Assistance Program (PRHAF),* 2021-2023

- Managed 75 million dollars in the federally funded Program.
- Conducts management oversight for the timely execution of operations.
- Provides overall coordination, accountability, and administrative oversight to staff in other assigned roles, ensuring consistency of service and a seamless customer experience.

Project Manager, *Repair, Reconstruction, or Relocation (R3) Program,* 2020-2021

- Maintained a complete understanding of all applicable Program policies, requirements, and procedures.
- Led day-to-day program management activities and directly supervised CDBG-DR case managers.

Intake and Eligibility Project Manager, *Rebuild Florida Program,* 2019-2020

- Maintained a complete understanding of all applicable Program policies, requirements, and procedures.
- Led day-to-day program management activities and directly supervised CDBG-DR case managers.

Broward Regional Health Planning Council, 2006-2016

Various Roles, *Housing Program Supervisor for Tenant Based Rental Vouchers, Housing Opportunities for Persons with AIDS (HOPWA),* 2006-2016

- Maintained effective communication with property owners, vendors, and utility companies.
- Created internal and external control reports as requested by the program director.

CERTIFICATIONS AND TRAINING

- CDBG-MIT Federal Register Notice
- CDBG and CDBG-DR Updates and Clarifications to Procurement Requirements

KERA PACKAGE



Policy and Procedures Consultant (Short-term)

Education: B.A., American University, 2010
Years of Experience: 15 in Policy, Communications, and Operations

PROFESSIONAL QUALIFICATIONS

Ms. Package is a dedicated professional with over 15 years of leadership experience across federal, nonprofit, and private sector organizations. As Deputy Assistant Secretary for Grant Programs at HUD, she was appointed by the Biden Administration to lead a 200+ person team, overseeing a grant portfolio of nearly $5 billion annually across 1,200+ grantees and $10 billion in supplemental funding for pandemic recovery. Her portfolio also included oversight of HUD's Office of Environment and Energy and Office of Disaster Recovery, responsible for $100+ billion in CDBG-DR funding. Ms. Package excels at policy innovation, procedure and process development, budget formation, operational efficiency, strategic planning and communications, and designing creative solutions to boost housing supply, address land use barriers, and advance local community development priorities.

RELEVANT PROJECT EXPERIENCE

IEM, February 2025-Present

Director, Disaster Recovery, February 2025-Present

- Supports IEM's Disaster Recovery Sector by providing subject matter expertise on CDBG-DR funding and requirements, operational strategy, policy, program design, and proposal development.

U.S. Department of Housing and Urban Development, 2024-2025

Deputy Assistant Secretary for Grant Programs, 2024-2025

- Appointed by the Biden Administration to lead a 200+ person team, overseeing a grant portfolio of nearly $5 billion annually across 1,200+ grantees, $10 billion in supplemental funding for pandemic recovery, and the Office of Disaster Recovery - responsible for $111 billion in disaster recovery and mitigation grants across 200+ grantees.
- Directly managed a team of senior executives responsible for the Department's environmental and energy policies and affordable housing, community development, and disaster recovery grant programs.
- Designed and administered two groundbreaking competitive CDBG grant programs, investing $185 million to reduce barriers to affordable housing production (PRO Housing) and $235 million to support the revitalization of manufactured housing communities (PRICE).
- Launched a $250 million initiative to boost local housing supply strategies through federal financing - accelerating the loan approval process, elevating promising practices, and generating 75+ transformative project proposals.
- Represented HUD on the Interagency Policy Committee for Housing Supply and as a subject matter expert for external engagement, covering topics such as housing innovation, transit-oriented development, and land use strategies, during stakeholder engagements, grantee training, and press conferences.

Office of Community Planning & Development (CPD), 2021-2024

Various Roles, Chief of Staff, CPD, 2023-2024, ***Policy Advisor, CPD,*** 2022-2023, ***Special Assistant, CPD,*** 2021-2022

- Advised senior executives on policy, programs, communications, operations, and organizational improvements.
- Realigned organizational structure and enhanced field capacity - establishing a regional management framework to support 44 offices, modernize workflows, and improve data analytics.
- Published updated guidance and toolkits to spur CDBG investments in locally-driven housing initiatives.

NATASHA MARKMAN



Technical Consultant

Education: M.A., Marriage and Family Therapy, NOVA Southeastern University
B.S., Behavioral Science, Lynn University
Project Management Institute, PMP
Certified Community Health Worker, CCHW

Years of Experience: 20+ in Program Development & Federally-Funded Program Management

PROFESSIONAL QUALIFICATIONS

With 20 years of experience in program development, management, and leadership roles across various industries and funding, Ms. Markman brings a results-oriented, collaborative approach to every project she undertakes. As Case Manager at IEM, she has successfully overseen the eligibility review of nearly 22,000 applications, leading to the cumulative award of $246,000,000, disbursed to 18,000 homeowners. Her ability to manage complex programs, streamline processes, and collaborate effectively with interdepartmental teams and clients has consistently driven project success and ensured compliance with organizational objectives. Ms. Markman is adept at leading large teams, quality control and audit reporting, process development, and project lifecycle management.

RELEVANT PROJECT EXPERIENCE

IEM, October 2024-Present

Various Roles, Project Manager, *IA, and Disaster Housing, South Carolina (Hurricane Helene)*
Case Management Manager, *North Carolina Homeowner's Assistance Fund (NCHAF, US Treasury Program,* June 2022-October 2024

- Provided support with day-to-day project management activities for case management, which include monitoring, reporting, specialized advisory services, and applicant consultation services, as applicable.
- Maintained a complete understanding of all applicable program policies, requirements, and procedures within established guidelines.
- Managed individual workload, productivity, and communications that enable accurate, efficient, and policy-compliant processing.

Broward Regional Health Planning Council, Inc. (BRHPC), 2008-2022-Present

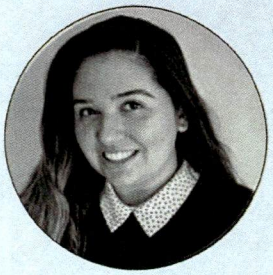
Various Roles, Program Director, 2017-2022, ***Program Manager,*** 2014-2017, ***Assistant Program Manager,*** 2008-2014, *Centralized Intake Eligibility Determination & Health Insurance Continuation Program,* 2017-2022

- Ensured all eligibility and enrollment requirements were identified, and achievement strategies were developed and met through collaboration with the RW Part A Grantee for about 8,500 clients.
- Provided oversight of eligibility determination for Ryan White Part A services and benefits provided by third-party payers, including private, federal, state, and local funding programs.

CERTIFICATIONS AND TRAININGS

- Project Management Institute, PMP
- Certified Community Health Worker (CCHW)
- Women Leading Broward
- Leadership Broward
- Broward Regional Health Planning Council
- Broward County Child Abuse Death Review Team
- Victim Advocate for Women Affected by Domestic Violence

KAREN GONZALEZ



Administrative Support

Education: Economics, University of California, Santa Cruz
Years of Experience: 10+ in Administrative Support

PROFESSIONAL QUALIFICATIONS

Ms. Gonzalez has more than ten years of experience in administrative roles. She has advanced Mac and Windows desktop knowledge and is skilled in using Outlook, Word, Excel, PowerPoint, and SharePoint. Ms. Gonzalez is customer-service oriented; she works well under pressure, has strong communication skills, is keen on problem-solving, and quickly adapts to learning in fast-paced environments. Ms. Gonzalez is adept at multitasking, able to adapt to technological advancements, and fluent in English and Spanish.

RELEVANT PROJECT EXPERIENCE

IEM, 2022-Present

Various Roles, Administrative Support, *FEMA Support to Chemical Stockpile Emergency Preparedness Program,* 2022-Present

- Work for a natural disaster recovery company that provides administrative support to the FEMA Headquarters Chemical Stockpile Emergency Preparedness Program staff.
- Review FEMA HQ staff payroll and support in Human Resources administrative paperwork.

Receptionist/Administrative Assistant, 2020-2022

- Worked front desk support for a natural disaster recovery company.
- Directed calls for the main HQ phone lines while extending excellent customer service by following strict protocol with our incoming guests at the office.

AB&B Management, 2018-2019

Account Specialist, 2018-2019

- Work with multiple dental offices to verify insurance for treatment, manage the database for insurance plans, and maintain patients' current eligibility status.
- Verify insurance coverage and benefits.

Cary Lee Family Dentistry, 2016-2018

Office Front Desk, 2016-2018

- Worked at the front desk as an office manager and building manager assistant, running day-to-day operations at a family-owned dental office/JS property building.
- Assisted in supervising dental clinic personnel and patient scheduling, billing, dental insurance, and treatment planning.

CERTIFICATIONS AND TRAINING

- Professional Development Series_ certificate
- IS-230 Fundamentals of Emergency Management
- IS-235 Emergency Planning
- IS- 240 Leadership and Influence
- IS-241 Decision Making and Problem-Solving
- IS-242 Effective Communication
- Confidential- Level Clearance, Active (April 2022- Present)

3.0 Experience of the Firm and Key Personnel Experience

3.1 Years of Experience Providing Consultancy Services

For more than 40 years, IEM has provided disaster recovery and emergency management consultancy services. IEM has directly managed local and state-wide grant programs while maintaining decades-long relationships with the U.S. Department of Housing and Urban Development (HUD), the U.S. Department of Treasury, Federal Emergency Management Agency (FEMA), and other federal agencies. IEM has supported federal agencies, states, counties, and cities as they prepare for, respond to, and recover from the worst disasters in U.S. history.

To date, IEM has managed over $277 billion in federal grant assistance programs, processing over 17 million applications with zero clawbacks. We have managed over $19.3 billion in CDBG-DR funding, including 15 CDBG-DR/MIT contracts for nine agencies, aiding communities across the country in their locally driven recovery efforts. Additionally, IEM is a leader in providing technical assistance for HUD and other federal agencies. Since 2016, our team has been selected by HUD to be a Community Compass Technical Assistance (TA) Provider, completing 19 TA projects. We have been awarded a recompete seven times between FY2016 and 2024, demonstrating HUD's faith in our expertise.



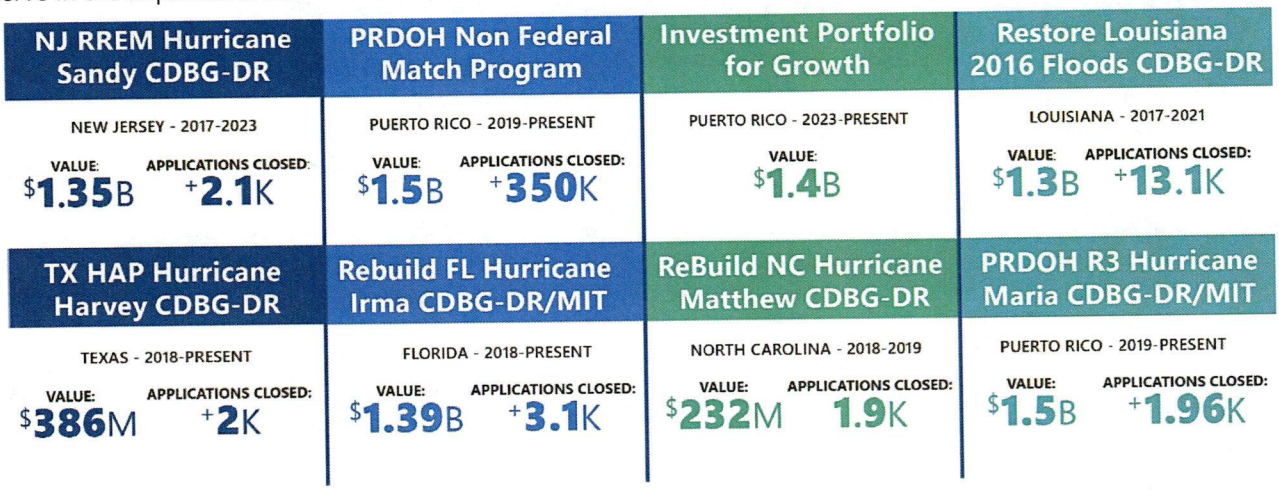
IEM has Supported the City of Fort Lauderdale

IEM supported the State of Florida in a CDBG-DR housing recovery program for over six years. In this contract, we served 8,221 residents throughout the State of Florida. **Of these communities, we assisted Fort Lauderdale and Broward County directly. We assisted 902 Broward County residents (378 households) – including 131 residents in Fort Lauderdale (63 households).**



Since 2005, our experts have been on the ground assisting state, city, and county governments with management and planning of multi-scale CDBG-DR grants management deliveries in Florida, Mississippi, New York, New Jersey, Louisiana, Texas, North Carolina, and Puerto Rico. IEM provided comprehensive program design and implementation services for Florida's $1.39 billion Hurricane Irma disaster recovery program.

The figure below provides an overview of some of our housing deliveries. We are committed to supporting the City's full community, including residents and the local workforce. We understand the profound trauma and disruption that recent hurricanes and flooding have inflicted, not only on families but also on the people who live, work, and serve in the impacted areas.



IEM brings a deep understanding of HUD's regulations, statutes, policies, and procedures, gained through decades of on-the-ground experience in communities recovering from some of the nation's most devastating disasters. Our team doesn't just read the rules—we wrote many of them. Marion McFadden, proposed Project Executive, is renowned as a national expert in all aspects of CDBG-DR. She led the development of the inaugural Universal Notice governing this grant, so she brings unique insight into the flexibilities offered under the Universal Notice. She also has particular insight into preventing duplication of benefits, having drafted the core framework of HUD's duplication-of-benefits guidance during her time in HUD's Office of General Counsel. Our team will ensure that the Action Plan adheres to the latest HUD guidance, including the new HUD CDBG-DR Action Plan templates and compliance checklists, and existing and future updates to the Universal Notice.

In addition, we have selected Nan McKay & Associates as our subconsultant for this contract. Nan McKay & Associates has supported the programming and distribution of billions of dollars in CDBG-DR funding nationwide. Their team provided Harris County, Texas with CDBG-DR action plan support, helping the County to receive $1.25 billion in CDBG-DR funding specifically for recovery programming from Hurricane Harvey. More on their experience is provided in this section and **Section 7.0 Subconsultants**.

IEM Is Invested in Florida

We are committed to maintaining a physical presence in the Sunshine State to effectively support our Florida-based customers. IEM has been a trusted partner to the State of Florida for nearly two decades, providing comprehensive response, recovery, and mitigation support in the wake of catastrophic hurricanes. Beginning with Hurricanes Frances and Ivan in 2004, IEM has continued to assist the state, most recently with the $1.39 billion disaster recovery program related to Hurricane Irma. Additionally, the IEM Team has nearly 300 Florida staff.

"IEM has been a valued partner to the County, and remains flexible and adaptable to our changing needs, offering comprehensive consulting services as needed. IEM's staff have been professional and responsive, working hand in hand with County staff and stakeholders.

IEM has demonstrated that their team stays current with the latest regulatory and compliance changes to FEMA recovery programs, proactively advising us on solutions to ensure maximum reimbursement potential.

IEM has continued to maintain a high degree of professionalism and subject matter expertise, consistently meeting deadlines, and has met or exceeded all deliverable expectations to date. The IEM team continues to show outstanding skills at communicating and anticipating project needs, adjusting resources as necessary."

- Jonathan Lord, Emergency Management Director

IEM provided timely and immediate support to the Florida Division of Emergency Management (FDEM) during the state's continued Emergency Operations Center (EOC) activations in recent responses to Hurricanes Debby and Helene in 2024. In the past, IEM also provided support for Hurricanes Idalia and Ian. IEM's employees have deployed to support county EOC activations throughout the state, including Hernando County, Palm Beach County, Madison County, and Dixie County, on behalf of FDEM, with only a few hours' notice.

IEM is a Platinum Corporate Partner for the Florida Association of Counties (FAC). Our support of FAC enables it to serve and represent Florida's 67 counties effectively. As such, we are committed to FAC and its mission to help Florida's counties effectively serve and represent their communities through advocacy, collaboration, and education.

IEM is also a corporate member of the Florida Emergency Preparedness Association. In this role, IEM supports the purpose of FEPA, which includes:

- To promote a professional emergency management organization composed of all emergency management disciplines.
- To promote professional expertise and diversity through training and education and sharing best practices.
- To promote and enhance the effective management and operation of professional emergency management offices and services throughout Florida.
- To study, research, collect, compile, and disseminate information about emergency management and related functions to federal, state, and local governments and other entities throughout the State of Florida.



A Note from Bryan Koon, IEM's President & CEO

When I started at FDEM in 2011, Chuck Hagan gave me a cell phone. I printed the phone number on my business cards and handed out thousands of them. When I left the Division in 2017, I asked to keep that number and printed it on my new business cards. Thousands more business cards later, my phone number is still the same. If you want to talk to me, just call. And the same will go for every person who works on this contract. If you need us, call. We'll be there for you, 24/7.

The map on the next page highlights IEM's strong ties and experience in assisting Florida organizations across all levels of government and service offerings. Nan McKay & Associates also has Florida experience and was selected by Miami-Dade County to manage over 18,000 Housing Choice Voucher contracts, including 193 homeownership vouchers, and 180 families participating in the Family Self-Sufficiency (FSS) Program. They earned Section Eight Management Assessment Program (SEMAP) High Performer status for seven consecutive years, with no single file audit findings. Nan McKay & Associates increased utilization to over 99%, overall file accuracy to over 90%, customer satisfaction to over 90%, and owner participation in the program by over 30%.

IEM recently was selected by Pasco County to develop their CDBG-DR action plan as a result of Hurricanes Helene and Milton. Pasco County is getting ready to dole out nearly $600 million in relief funds.

Nan McKay & Associates has worked with 135 Agencies throughout the State of Florida in the last five years, including the Housing Authority of the City of Fort Lauderdale, Boca Raton Housing Authority, Broward County, Broward County Housing Authority, Hialeah Housing Authority, Hollywood Housing Authority, Miami-Dade County Public Housing and Community Development, City of Miami Department of Community Development, Palm Beach County Housing Authority, Pompano Beach Housing Authority, and West Palm Beach Housing Authority. We've highlighted a few of our past performances below:

Miami-Dade County Public Housing & Community Development (PHCD)	
Start & End:	2014 to 2024

Description of Work:	Nan McKay & Associates serves as a long-term program administrator for Miami-Dade County PHCD, providing full-service administration of both emergency and ongoing housing assistance programs aimed at promoting housing stability and economic mobility for low- and moderate-income residents.
	Emergency Rental Assistance Program (ERAP)
	Applications Processed: Over 8,000
	Scope of Work:
	Full lifecycle administration of Miami-Dade County's Treasury-funded ERAP, including:
	• Development and launch of a web-based application portal integrated with a proprietary case management system.
	• Staffing and training of all operational roles: intake specialists, case managers, compliance officers, supervisors, and call center representatives.
	• Eligibility determinations, documentation review, duplication of benefits verification, landlord validation, and audit-ready recordkeeping.
	• Bilingual applicant support via call center and helpdesk operations.
	• Compliance with all U.S. Treasury program rules and County-specific priorities.
	• Real-time reporting and dashboards to support fund obligation tracking and performance evaluation.
	Housing Choice Voucher Program (HCV) Administration
	Vouchers Administered:
	• 18,000+ total, including:
	  ○ 193 Homeownership Vouchers
	  ○ 180 Families in Family Self-Sufficiency (FSS) Program
	Scope of Work:
	• Comprehensive program management including eligibility determinations, inspections, HQS compliance, rent reasonableness, participant and landlord engagement, and payment processing.
	• Administration of specialized programs, including Homeownership and FSS, with tailored case management and financial empowerment coaching.
	• Ongoing training and technical assistance for PHCD staff.
	• Systems and compliance support to maintain audit readiness and federal compliance.
	Performance Outcomes:
	• SEMAP High Performer for seven consecutive years
	• Utilization Rate: Exceeded 99%
	• File Accuracy: Maintained over 90% accuracy across all reviewed case files
	• Customer Satisfaction: Surveyed satisfaction levels exceeding 90%
	• Landlord/Owner Participation: Increased participation by over 30%

Miami-Dade County Public Housing & Community Development (PHCD)	

Public Housing Relocation

Nan McKay & Associates supported Miami-Dade County PHCD with the relocation and transition of public housing residents to tenant-based assistance as part of a larger repositioning and redevelopment strategy. The project involved both the coordination of the **physical relocation** and **administrative conversion** of public housing households to the Housing Choice Voucher (HCV) platform, in compliance with HUD's regulatory and operational frameworks.

Scope of Work

1. Relocation Planning and Implementation

- Conducted a detailed **household-level needs assessment** including family size, accessibility requirements, language preferences, employment proximity, and voucher suitability.
- Provided multilingual engagement and one-on-one case management services to every household throughout the relocation process.

2. Voucher Transition Processing and System Integration

- Led the **end-to-end transition of public housing residents to tenant-based vouchers,** including income/rent recalculation, unit size determinations, and portability processing in accordance with HCV program rules.
- Created and maintained a **secure centralized database** that tracked resident status, relocation milestones, voucher issuance dates, housing inspections, and lease-up.
- Facilitated **data synchronization** between PHCD's public housing system and the HCV platform to ensure accurate and timely information transfer.
- Developed a **custom tracking and reporting dashboard** used by PHCD leadership to monitor utilization, unit turnover, compliance, and resident outcomes in real time.
- Coordinated with PHCD's IT and compliance teams to ensure HUD form alignment (HUD-50058), accurate EIV integration, and PIC data entry to prevent subsidy gaps or duplicate assistance.

3. Staff Training, Quality Control, and Compliance

- Trained PHCD and subcontracted staff on updated procedures for relocation, voucher briefing, lease-up processing, and rent reasonableness.
- Implemented **dual-layer quality control procedures** to validate income, documentation, and subsidy calculations, improving PH to HCV file accuracy to over 90%.
- Ensured that all relocation and conversion documentation was fully audit-ready, with time-stamped notices, resident acknowledgments, and correspondence logs.

4. Resident Support and Retention

- Delivered robust mobility counseling and landlord outreach to expand voucher leasing options, particularly for residents relocating from hard-to-house areas.
- Coordinated housing search support, transportation assistance, and voucher extension requests for families requiring additional time to locate units.
- Post-move follow-up was conducted with every family to resolve landlord issues, utility account transfers, and changes in household composition.

Outcomes

- **Successfully transitioned over a thousand public housing households to HCV assistance**, with no involuntary displacement and no HUD audit findings.
- Maintained comprehensive relocation and conversion files, passing all HUD, PHCD, and external audits without findings.

Miami-Dade County Public Housing & Community Development (PHCD)	
	• Significantly expanded **landlord participation** to support lease-up of transitioned families, aligning with PHCD's broader voucher success strategy. • Provided a scalable model for future repositioning efforts in the County's public housing portfolio. Our consistent delivery of high-quality results, continuous improvement, and strong customer service approach has helped Miami-Dade County PHCD meet and exceed HUD and Treasury performance benchmarks, enhance program reach and efficiency, and ensure transparent stewardship of public funds.

City Of Miami Department Of Community Development: Emergency Rental Assistance Program (ERAP) HQS Inspections	
Start & End:	2020 to 2023
Description of Work:	**ERAP** Nan McKay & Associates successfully administered the Emergency Rental Assistance Program (ERAP) on behalf of the City of Miami, delivering end-to-end program operations under an expedited timeline to meet urgent community needs during the COVID-19 public health emergency. Key responsibilities included: • **Custom Technology Deployment:** Designed and launched a secure, web-based application portal integrated with our proprietary case management system, enabling applicants to submit documentation, track status, and receive timely notifications. • **Eligibility and Compliance:** Oversaw all eligibility determinations in accordance with U.S. Treasury guidelines, including documentation review, duplication of benefits analysis, income verification, and landlord validations. • **Full-Service Operations:** Provided all staffing and training necessary for program administration, including case managers, compliance specialists, intake support, and supervisors. • **Call Center and Applicant Support:** Established a fully staffed bilingual call center and applicant support system to guide residents through the process and provide real-time assistance. • **Payments and Reporting:** Disbursed $23.98 million in rental and utility assistance to 2,674 qualified applicants, ensuring accurate documentation and audit-ready financial records for all payments. • **Reporting:** Delivered consistent Treasury reporting to the City. Our performance ensured the City of Miami was able to meet federal expenditure deadlines, maximize fund utilization, and serve vulnerable residents with timely and equitable assistance. **HQS Inspections** Nan McKay & Associates was contracted by the City of Miami to manage and administer the Housing Quality Standards (HQS) inspection program for its Housing Choice Voucher (HCV) portfolio. This included overseeing all initial, annual, special, and quality control inspections to ensure safe, decent, and sanitary housing for program participants and full compliance with HUD regulations and City standards. **Scope of Services** 1. Full-Service Inspection Operations • Managed the full HQS inspection lifecycle, including **initial inspections** for move-ins, annual **recertification inspections, complaint/special inspections, and quality control (QC) inspections** in accordance with HUD guidelines. • Scheduled and coordinated all inspections, maintaining close communication with tenants, property owners, and City of Miami staff to minimize missed appointments and optimize routing efficiency. • Developed and implemented standardized inspection protocols aligned with the City's administrative plan and HUD's HQS checklist.

City Of Miami Department Of Community Development: Emergency Rental Assistance Program (ERAP) HQS Inspections	

	2. Certified Inspector Staffing and Training
	• Deployed a team of **HUD-certified inspectors,** fully trained in HQS protocols, Fair Housing regulations, and customer service best practices.
	• Conducted internal refresher trainings to maintain inspection consistency, ensure correct deficiency classification, and prepare for HUD audits or on-site reviews.
	3. Technology and Reporting Systems
	• Utilized a **mobile inspection platform** integrated with our proprietary case management system to enable real-time data entry, photo documentation, and automated report generation.
	• Provided the City with detailed reporting dashboards and daily/weekly updates, including:
	  ○ Inspection outcomes (pass/fail rates)
	  ○ Common deficiency trends
	  ○ Turnaround times and performance benchmarks
	  ○ Compliance tracking and QC sampling results
	4. Owner and Tenant Support
	• Offered technical assistance to landlords on HQS standards, remediation requirements, and timelines for compliance.
	• Communicated directly with tenants to ensure understanding of inspection results and next steps, particularly in units requiring emergency or life-threatening repairs.
	5. Quality Control and Compliance
	• Conducted **HUD-mandated QC inspections** on a statistically valid sample to assess inspector accuracy and maintain program integrity.
	• Maintained audit-ready records for all inspections, with timestamped photos, detailed deficiency documentation, and correction follow-up.
	Outcomes
	• Conducted thousands of HQS inspections annually, with consistently high completion and compliance rates.
	• Reduced turnaround times for unit approval and HAP contract execution through streamlined processes and technology integration.
	• Contributed to the City's improved lease-up efficiency and overall HCV program performance by ensuring timely and thorough inspections.
	• Provided the City with actionable data to inform landlord outreach, policy updates, and risk mitigation strategies.

Broward County Housing Authority: Housing Choice Voucher Program Support And Operational Assessment	
Start & End:	2019-2022
Description of Work:	Nan McKay & Associates provided targeted technical and operational support to Broward County Housing Authority (BCHA) to assist with backlog reduction and improve overall efficiency in the administration of its Housing Choice Voucher (HCV) program. This included hands-on support for completing recertifications and processing new move-ins, as well as conducting a comprehensive operational assessment to strengthen long-term performance and compliance. **Scope of Services** 1. Recertification and Move-In Processing Support • Assigned experienced housing specialists to work alongside BCHA staff and leadership to process interim and annual recertifications, ensuring compliance with HUD regulations and BCHA administrative plan policies. • Verified income, deductions, and household composition; calculated tenant rent and HAP amounts; updated HUD Form 50058 and entered accurate data into BCHA's housing software system. • Supported move-in processing, including initial eligibility reviews, voucher issuance, unit approval, rent reasonableness documentation, and HAP contract execution. • Ensured quality control and audit readiness for all files handled, minimizing errors and maintaining documentation required for SEMAP and HUD reviews. • Helped reduce the backlog of pending certifications and new admissions, enabling BCHA to improve responsiveness and increase program throughput. 2. Organizational and Operational Assessment of HCV Program • Conducted a top-to-bottom operational assessment of the HCV program to evaluate compliance, efficiency, staffing alignment, process flow, and policy implementation. • Reviewed key program functions including intake, recertifications, inspections, customer service, file accuracy, and data reporting. • Assessed software utilization, workload distribution, and customer experience touchpoints to identify barriers to program efficiency and performance. • Benchmarked performance against HUD expectations, best practices from high-performing PHAs, and SEMAP indicators. • Delivered a comprehensive assessment report with actionable recommendations for improving internal processes, staff training, quality control, system utilization, and performance metrics tracking. **Outcomes** • Successfully assisted BCHA in completing hundreds of recertifications and move-ins within a condensed timeline, enabling the Authority to meet internal and HUD deadlines. • Improved program efficiency and compliance through tailored support and high-quality file processing. • Provided a clear, implementable roadmap for strengthening the overall administration of the HCV program, with recommendations tied directly to measurable outcomes (e.g., increased SEMAP scores, improved customer service, enhanced data integrity). • Strengthened BCHA's internal capacity to manage program operations more effectively going forward.

3.2 Similar Past Projects

IEM has managed over $19.3 billion in CDBG-DR funding for past and ongoing programs across the country. IEM staff and leadership have implemented programs throughout Florida, Louisiana, Oklahoma, Mississippi, New Jersey, New York, North Carolina, Puerto Rico, and Texas.

IEM has managed 15 CDBG-DR/MIT contracts for nine agencies, aiding communities across the country in their locally driven recovery efforts.

Since the inception of CDBG-DR, our team has led many major recovery programs. The team has supported CDBG-DR for over 30 years. We're implementers, policy architects, and trusted HUD technical assistance providers. We bring a wealth of knowledge, lessons learned, and best practices gained through decades of hands-on work and lived experiences—including leading hundreds of recovery programs nationwide. The following overview provides a snapshot of our experience delivering the full spectrum of recovery operations as detailed in the RFP, including our program management philosophy and ability to handle and protect sensitive information and data privacy.

Bringing our Expertise to the City of Fort Lauderdale

The IEM Team for the City of Fort Lauderdale is comprised of our best thought leaders and implementers. They are experienced in designing, leading, and delivering CDBG (including CDBG-DR) programs and bring their passion for housing recovery, infrastructure recovery, and economic development to the City.

IEM is a proven leader in federal grant administration with over 40 years of experience managing billions of dollars supporting housing, infrastructure, and economic recovery initiatives for at all levels of government (state, local, county, city). As a disaster recovery firm, IEM centers on rebuilding communities that have suffered devasting impacts from disasters causing significant damage to their housing, infrastructure, and economy. The table below provides some highlights of our projects and expertise in these areas.

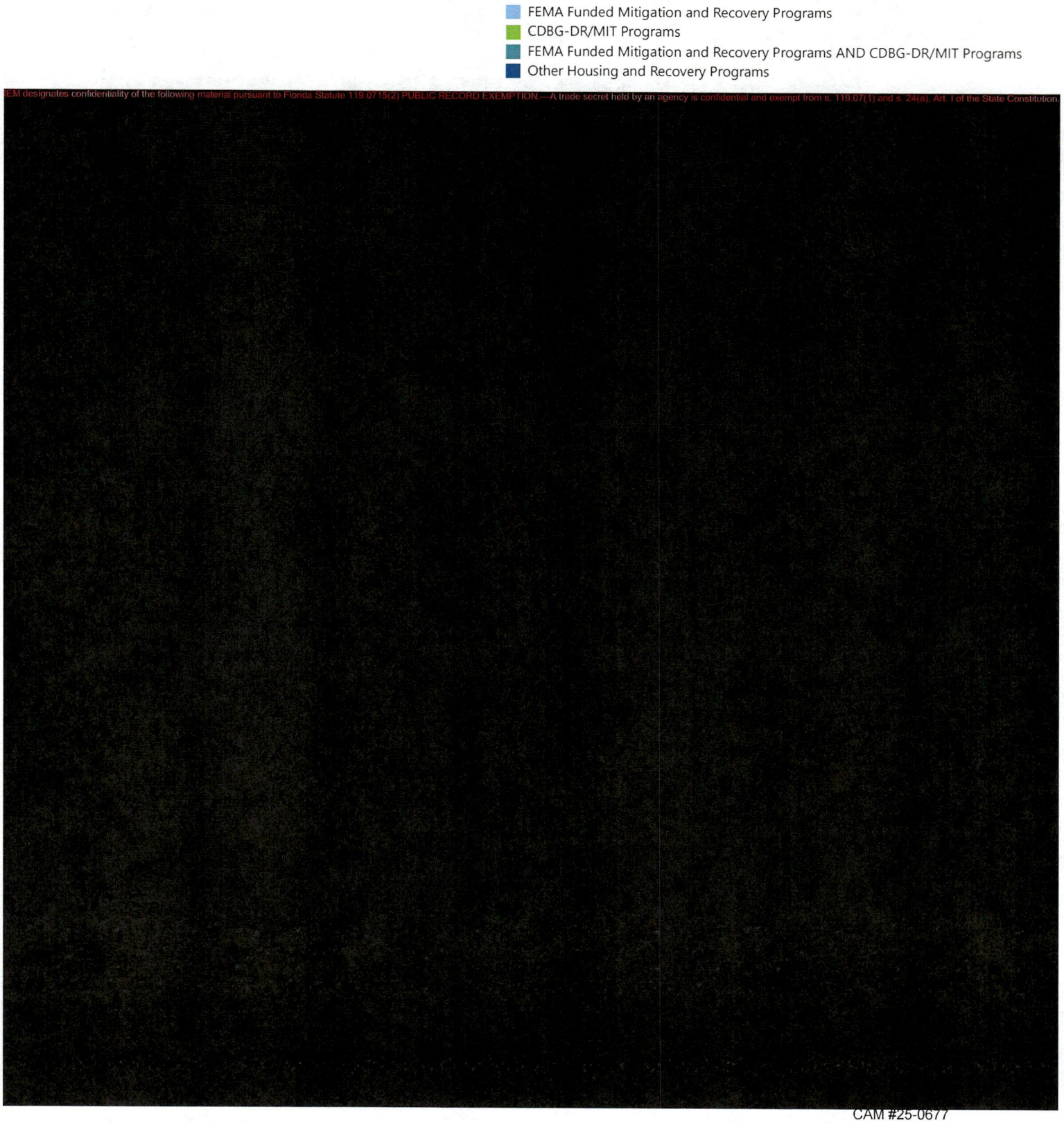
Housing	Infrastructure	Economic Revitalization	Public Services
• In New Jersey, the IEM Team assisted 97% (1,248 of 1,294) of the most delayed and difficult construction cases with completing construction and obtaining a Certificate of Occupancy to move back home. • For Florida, IEM built a $1.39 billion housing program helping 3,721 homeowners return to more resilient homes as we implemented Resilient Home Construction Standards. • IEM completed nearly 2,000 homes for the Texas General Land Office's Homeowner Assistance Program—quicker than any other contractor.	• IEM is rebuilding infrastructure and housing for PRDOH through R3, the Non-Federal Match Program, and the CDBG-MIT Infrastructure Program. • IEM worked closely with the NY State Hazard Mitigation Officer (SHMO) and the Governor's Office of Storm Recovery (GOSR) to creatively use Global Match for major infrastructure and resiliency projects. IEM's assistance with FEMA HMGP public-sector project work included $1 billion for wastewater plan reconstruction and	• IEM is assisting PRDOH by promoting economic development with effective actions that guarantee the deployment of mitigation funds to the private sector through the Investment Portfolio for Growth for Disaster Recovery and Mitigation Programs. • Under Jon Mabry's leadership of the Mississippi Disaster Recovery Division (DRD), more than $5.4 billion in CDBG-DR funding for Hurricane Katrina recovery was administered, with	• IEM is assisting PR by providing legal services for Title Clearance, enabled nearly 500 homeowners to proceed with housing rehabilitation and reconstruction efforts.

Housing	Infrastructure	Economic Revitalization	Public Services
	improvement in the two largest counties on Long Island. • IEM Founder Madhu Beriwal served as a White House Advisor within the National Infrastructure Advisory Council (NIAC) to improve the security and resilience of the nation's critical infrastructure sectors.	nearly $2.4 billion dedicated to economic recovery and infrastructure.	

As demonstrated by our continued commitment to disaster-impacted communities over the last four decades, IEM brings the City of Fort Lauderdale a team of highly experienced experts ready to support the City throughout every stage of the recovery journey.

RESILIENCE IN ACTION: IEM'S TRACK RECORD OF RECOVERY AND RENEWAL

Across the United States, IEM has guided communities through recovery with precision, empathy, and speed. Our experience in administering large-scale recovery programs including CDBG-DR/MIT, Hazard Mitigation, Public Assistance, SBA, and other federal funding streams ensures that the City of Fort Lauderdale has the systems, staff, and unmatched expertise to deliver outcomes and build back stronger and more resilient than before. Our track record means Fort Lauderdale can rely on IEM to accelerate recovery and get recovery right from Day 1.



CDBG-DR MANAGEMENT EXPERIENCE

IEM designates confidentiality of the following material pursuant to Florida Statute 119.0715(2) PUBLIC RECORD EXEMPTION.—A trade secret held by an agency is confidential and exempt from s. 119.07(

[redacted]

3.3 Sustainable Business Practices

IEM is steadfast in its commitment to environmental responsibility, aspiring to be a leader in eco-conscious business practices. Our sustainable initiatives encompass a broad spectrum of efforts, including the reduction of energy consumption, waste minimization, and the utilization of eco-friendly materials. We have instituted comprehensive policies such as Waste Reduction and Recycling, alongside Idling and Emissions management, to ensure our operations are in alignment with our environmental objectives. Furthermore, IEM employs a LEED Green Associate to oversee our facilities' focus on environmental impact and resource efficiency. In our pursuit of continuous improvement, IEM is dedicated to developing and implementing a green initiative program by the end of 2025, establishing measurable goals to guide our future endeavors.

In addition, IEM collaborates with suppliers who share our conservation commitment, ensuring that our supply chain minimizes its carbon footprint to the greatest extent possible. We are committed to fostering a culture of conservation within our organization by encouraging employee engagement in environmental efforts through training and positive reinforcement. By integrating these practices, IEM aims to make a significant contribution to the preservation of our planet for future generations.

3.4 Business Structure and Other Company Information

IEM is pleased to provide our business structure and other company information as required by the RFP, in the table below.

Company Information	
Legal Name:	IEM International, Inc.
Business Structure:	Corporation (S Corporation)
Company Address:	5420 Wade Park Blvd Ste 140 Raleigh, NC 27607-4188
Phone Number:	(919) 990-8191
Fax Number:	(919) 237-7468
E-Mail Address:	contracts@iem.com
Website:	https://iem.com/
Technical Point of Contact:	Maria Badaracco, Contract Administrator (919) 990-8191 or contracts@iem.com
Contractual Point of Contact:	Tim Lagudi, Director of Citizen Services (917) 940-2707 or tim.lagudi@iem.com.
Relative Size of the Firm (including management, technical and support staff)	• **Size of Firm (Total Employees):** 897 • **Executives:** 8 • **Directors:** 27 • **Managers:** 58 • **Supervisors:** 127 • **Professionals:** 602

Company Information	
	• **Clerical/Admin Support:** 75
Registrations, Certifications, and Licenses	• WBE from the Women's Business Enterprise National Council (WBENC) • Active Status Page from Division of Corporations – Sunbiz.org

3.5 How IEM Exceeds the City's Minimum Qualifications

For more than 40 years, IEM has provided disaster recovery and emergency management services. We are committed to helping clients prepare for, respond to, recover from, and mitigate disasters. IEM has directly managed local and state-wide grant programs, while maintaining decades-long relationships with the U.S. Department of Treasury, HUD, FEMA, and other federal agencies. IEM has supported federal agencies, states, counties, and cities as they prepare for, respond to, and recover from the worst disasters in U.S. history. The table below provides a breakdown of how IEM not only meets but exceeds the City of Fort Lauderdale's minimum qualifications for this contract.

Minimum Qualification Requirement	How IEM Exceeds the Requirement	Proposal Section	
Proposers shall be in the business of developing and implementing CDBG-Disaster Recovery programs.	Since 2005, our experts have been on the ground assisting state, city, and county governments with the management and planning of multi-scale CDBG-DR grants management deliveries in Florida, Mississippi, New York, New Jersey, Louisiana, Texas, North Carolina, and Puerto Rico. Through our work, we have worked with countless cities and counties.	See **Section 3.0 Experience of the Firm and Key Personnel Experience** and **Section 5.0 References & Past Performances** for more information on how IEM exceeds this requirement.	✓
Proposers shall be in the business of developing and implementing CDBG-Disaster Recovery programs and must possess sufficient financial support, equipment, and organization to ensure that it can satisfactorily perform the services if awarded a Contract.	In submitting this proposal, IEM certifies that we have sufficient financial support, equipment, and organization to ensure that we can satisfactorily perform the requested services.	See **Section 4.3 IEM's Current Workload, sub section Facilities, Technological Capabilities, and Other Resources** for more information on how IEM exceeds this requirement.	✓
Proposers must demonstrate that they, or the key staff assigned to the project, have successfully provided services with of similar magnitude to those specified in the scope of services to at least one entity similar in size and complexity to the City of Fort Lauderdale or can demonstrate they have the experience with large scale private sector clients and the managerial and financial ability to successfully perform the work.	IEM offers a team of highly skilled CDBG-DR staff members who were meticulously chosen based on their extensive expertise in disaster recovery, in-depth understanding of community needs, and comprehensive knowledge of CDBG-DR programs. They all have experience in similar size and complexity to the City's CDBG-DR program.	See **Section 2.1 Key Personnel Experience** for more information on how IEM exceeds this requirement.	✓
Proposer or principals shall have relevant experience in developing and implementing CDBG-Disaster Recovery programs. Project Manager assigned to	IEM's staff, leadership, SMEs, and principals have assisted in developing and implementing CDBG-DR programs throughout Florida, Louisiana, Oklahoma,	See **Section 2.1 Key Personnel Experience** for more information on how	✓

Minimum Qualification Requirement	How IEM Exceeds the Requirement	Proposal Section	
the work must have at least five (5) years of experience in developing and implementing CDBG-Disaster Recovery programs and have served as project lead on similar projects.	Mississippi, New Jersey, New York, North Carolina, Puerto Rico, and Texas. Our proposed manager Nadienka Sanz has over seven years of CDBG-DR experience, including the Rebuild Florida Program and Puerto Rico R3 Program.	IEM exceeds this requirement.	
Before awarding a contract, the City reserves the right to request that a Proposer submit such evidence of qualifications as the City may deem necessary. Further, the City may consider any evidence of the financial, technical, and other qualifications and abilities of a firm or principals, including previous experiences of same with the City and performance evaluation for services, in making the award in the best interest of the City.	Our proposal has been submitted by Keith Reynolds, Director, Contract Operations and Compliance, who is an authorized representative of IEM and is authorized to contractually bind the business entity. We provide a corporate resolution of Mr. Reynolds in **Appendix A: Evidence of Corporate Resolution** evidencing that the individual submitting the proposal, does in fact have the required authority stated herein.	See **Section 2.0 Executive Summary** for more information on how IEM exceeds this requirement.	✓
Firm or principals shall have no record of judgments, pending lawsuits against the City or criminal activities involving moral turpitude and not have any conflicts of interest that have not been waived by the City Commission.	In submitting this proposal, IEM certifies that our company and/or principals do not have a record of judgments, pending lawsuits against the City or criminal activities involving moral turpitude and not have any conflicts of interest that have not been waived by the City Commission.	Upon the City's request, we can provide additional information.	✓
Neither firm nor any principal, officer, or stockholder shall be in arrears or in default of any debt or contract involving the City, (as a party to a contract, or otherwise); nor have failed to perform faithfully on any previous contract with the City.	In submitting this proposal, IEM certifies that our company, principals, officers, and/or stockholders are not in arrears or in default of any debt or contract involving the City (as a party to a contract, or otherwise); nor have failed to perform faithfully on any previous contract with the City.	Upon the City's request, we can provide additional information.	✓

4.0 Approach to Scope and Adherence to Timeline

Understanding the City's Needs, Goals and Objectives

The City of Fort Lauderdale is recovering from one of the worst flooding events in its history. In April 2023, a "historic flash flood" dropped 25.6 inches of rain in just 12 hours, inundating neighborhoods and causing an estimated $1.1 billion in damages. Two weak tornadoes also hit Broward County, one just west of Hollywood and another south of the Fort Lauderdale airport. The City's own damage assessment found that approximately 700 structures suffered major damage and 400 received minor damage. Even public services were strained, as first responders rescued residents from rapidly rising waters.

City of Fort Lauderdale Goals

- ✓ Full Compliance and Transparency
- ✓ Action Plan and Program Alignment with Local Priorities
- ✓ Robust Community Engagement
- ✓ Unmet Needs Assessment
- ✓ Seamless Program Execution
- ✓ Timely Expenditure of Funding

In response, the U.S. Department of Housing and Urban Development (HUD) has allocated $88.05 million in CDBG-DR funds to Fort Lauderdale to support long-term recovery from the April 2023 storms. This unprecedented funding presents a critical opportunity for the City to not only rebuild what was lost, but to invest in a stronger, more resilient future for all its residents. We understand the City's goals of rapid and compliant recovery, community resiliency, and accountability for these federal funds. The City needs a partner to not only administer the CDBG-DR grant but also to ensure that recovery funds are used strategically to build a stronger, more resilient Fort Lauderdale. Key City objectives include:

City Needs and Objectives	Aligning our Approach
Recovering Quickly and Efficiently: Residents and businesses are eager to see recovery projects move forward without delay. HUD has strict timelines for CDBG-DR funds, and the City expects to meet or beat those deadlines.	Our approach reflects a sense of urgency – we will compress timelines where possible (for example, by preparing draft Action Plan components, even as public input is underway) to accelerate HUD approvals and project start dates. We will utilize our prior HUD experience to avoid common bottlenecks, ensuring the City's recovery is swift.
Ensuring Full Compliance and Accountability: Fort Lauderdale must remain compliant with all federal requirements to secure and retain $88M in funding. The City's goals include zero audit findings and full documentation of how funds are used.	Our approach includes robust internal controls, frequent file audits, and compliance checkpoints at each phase of the project. We will ensure every decision and expenditure is properly recorded and ready for HUD review. This aligns with the Comprehensive Plan's governance policies and the City Commission's emphasis on fiscal responsibility. Compliance is not just a box-checking exercise, but as a core project component – this mindset will protect the City and build public trust through transparency.
Maximizing Community Benefits: We understand Fort Lauderdale's vision of a resilient and thriving community. The City Commission's FY 2025 priorities, the City's Fast Forward Fort Lauderdale 2035 Vision, and your 2040 Comprehensive Plan emphasize sustainability, housing affordability, and preparedness for climate impacts.	Our approach for recovery is crafted to deliver on these local goals. Fort Lauderdale's FY 2025 Affordable Housing and Economic Development priority focuses on providing affordable and attainable housing types for a variety of incomes across the citywide and leveraging innovative tools like land trusts. Housing programs can be designed to not only replace what was lost in the disaster but also to expand and improve the resiliency of long-term affordable housing stock where possible. The City's Infrastructure and Resilience priority includes addressing flooding and upgrading infrastructure. We will help you prioritize recovery projects in your CIP and Comprehensive Plan to maximize local investment and fill funding gaps to quickly advance infrastructure projects such as stormwater system improvements and resilient repairs to public facilities – investments that reduce future risk and improve resilience to intense storms.

We also acknowledge the need to reach vulnerable populations - including low- and moderate-income households, seniors, and other vulnerable populations - as required by HUD. Our needs assessment will map social vulnerabilities to ensure fairness in project selection, echoing your Comprehensive Plan's call for inclusive resiliency planning and the City's Public Spaces and Community Initiatives priority - which supports neighborhood improvements and quality of life citywide.

4.1 Overall Approach to Accomplishing the Project

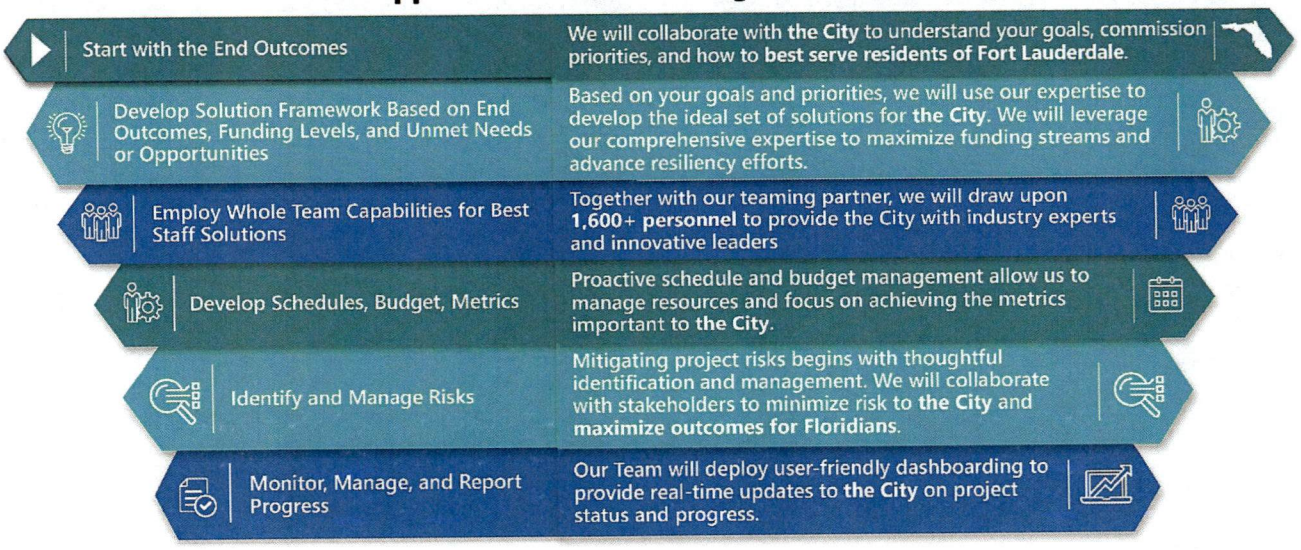
The IEM Team offers the City of Fort Lauderdale a turnkey solution: a phased, outcome-driven recovery program that not only fulfills HUD requirements but also advances the City's 2040 vision of a resilient, vibrant community, and over 40 years of experience at the forefront of disaster management helping governments prepare for, respond to, and recover from the worst disasters in modern U.S. history.

We will support you every step of the way.

IEM's approach to disaster recovery services begins with the end outcomes in mind, ensuring the City's goals and stakeholder input are systematically integrated. In partnership with Fort Lauderdale, IEM will execute a comprehensive, five-phase approach to rapidly initiate your CDBG-DR program, develop a HUD-approved Action Plan aligned with the City's priorities, design impactful recovery programs, implement them with speed and precision, and ensure a smooth closeout. Since our team has many years' experience serving Florida at the state and local levels, we can readily infuse the City's needs and commission priorities into our programs. We will employ an aggressive approach and workplan to quickly demonstrate results.

IEM's project manager will conduct a kick-off meeting following contract execution with the City to review goals, priorities, and outcomes for disaster management. We know the importance of clearly and consistently defining success, goals, priorities, and timeline. After the initial kick-off meeting, we will refine our assumptions and approach and provide a final workplan and schedule. The schedule will allot time to incorporate any revisions or changes requested by the City. Regular meetings and reporting will assess progress, identify and manage risks, ensure close coordination, and enhance internal and external team communications. We measure and control all critical aspects of the project's progress, while establishing key performance indicators to keep you informed and allow our team to address any issues or challenges proactively.

IEM's Approach to Grants Management for the City



Our approach is inspirational and neighbor-centric – we know that behind every project and dollar are real people and neighborhoods counting on recovery.

From day one, we will work side-by-side with City staff as one integrated team, transferring our energy and expertise to "build back better" in the spirit of the City's "We Are Ready" vision of resilience. We do not simply react to problems; we proactively seek solutions based on desired outcomes and anticipate and mitigate obstacles to meet our clients' needs. We also understand the urgency: your timeline for launching this $88M recovery is aggressive. We will meet and beat those deadlines by applying proven project management practices and an agile mindset.

Our approach combines a thorough understanding of Fort Lauderdale's needs with time-tested methodologies and a passionate team, ready to help the City accomplish this project. We will support you in building a transparent, accountable, and equitable CDBG-DR program that directly addresses the City's priorities – from modernized drainage to affordable homes – and meets every federal requirement along the way. Our proposal is more than promises: It's a reflection of our genuine commitment to Fort Lauderdale's vision. We will work tirelessly to help the City turn this $88 million opportunity into a transformative recovery that not only repairs the damage from yesterday's floods but also lays the groundwork for a stronger, more resilient tomorrow.

Together, we've got this. **Fort Lauderdale's future is bright, and the IEM Team is ready to help you achieve it.**

The City has outlined five primary phases within this contract. A detailed description of IEM's plan of action to perform each phase effectively and in a timely manner is detailed in the following sections. A brief overview of expected deliverables for each phase is also provided in the table below. Our team will coordinate closely with the Housing and Community Development Division throughout the recovery process and provide regular updates at a cadence requested by the City. We will ensure the Action Plan and CDBG-DR Programs are informed by robust community engagement.



4.1.1 Phase I

Objective: Establish a strong foundation for the CDBG-DR program through robust citizen participation planning and financial readiness. Our shared goal is to engage the public from the outset and secure HUD's financial management certification, setting the stage for an inclusive and compliant recovery process.

Strategy & Vision: Engage and Build Trust. We recognize that transparent community engagement and sound financial governance are the cornerstones of a successful recovery. In line with Fort Lauderdale's commitment to public outreach on resilience issues (Advance Fort Lauderdale 2040 Comprehensive Plan Policy CC 3.1.2 encourages community participation in climate mitigation programs), our strategy centers on giving citizens a voice in the recovery process and assuring them that funds will be managed responsibly. We will work closely with City leadership to integrate this CDBG-DR effort into ongoing communication channels – reinforcing the City's reputation for accountability and aligning with the newly funded Resilience Outreach Coordinator role that underscores the City's emphasis on community resilience outreach. We will also ensure that the City is positioned for success with proficient financial and grant management systems, and the capacity to execute large-scale CDBG-DR programs. By the end of Phase I, the community will be informed and involved, and the City will have HUD's approval of our financial management capacity, providing full confidence to move forward.

Methodology

Develop A Citizen Participation Plan (CPP): Our core objective is to ensure that programs address the greatest unmet need in Fort Lauderdale, while building trust along the way. Our approach will be compliant, transparent, coordinated, and community driven. Within two weeks, IEM will develop a comprehensive Citizen Participation Plan in close coordination with the City. It will be the blueprint for the City's public engagement strategy and complement existing public engagement efforts the City has recently undertaken as part of the disaster recovery and consolidated plan process. According to the Community Investment Plan, the share of adults over the age of 65 was 17.8% in 2020, exceeding the national average. The CPP will methodically consider the City's diverse needs and audiences, ensuring reach to the City's most vulnerable populations, including older adults. This includes compliance with the Fair Housing Act and reducing barriers to access, in order to maximize participation and ensure the perspectives of the most vulnerable populations are captured in the public engagement process.

IEM was the recipient of the Sach's Media Group 2019 Dick Pope All Florida Golden Image Award for the Rebuild Florida outreach campaign, which allowed Florida residents including in Fort Lauderdale to learn about and benefit from recovery resources.

In accordance with the Universal Notice and new HUD Action Plan templates, the Citizen Participation plan will clearly outline the following:

- Holding required public hearings, which will provide an overview of CDBG-DR, the Action Plan, and the subsequent recovery process. The hearings will feature testimony from local officials or community leaders, and an interactive open floor Q&A session. They will be held in accessible locations, with accommodation for persons with disabilities, including the provision of auxiliary aids or services. Translation services will also be provided. Further details on the execution of public hearings can be found in Phase II.
- Notifying affected residents of the public hearing(s) through the dedicated disaster recovery website, electronic mailings, press releases, statements by public officials, media advertisements, social media, and public service announcements. All materials will be simple and in plain language. We will also leverage trusted networks of neighborhood organizations to expand public awareness.
- Providing at least 30 days for public comment with varied methods for submission of comments and keep a thorough record. This will include a dedicated email for public comment submissions.

- Launching a multimodal community survey to capture broad and structured input from residents on outstanding recovery needs. The survey will be distributed through various methods including online. We will also encourage verbal and written comments during public hearings.
- Considering and thoughtfully responding to all public comments and amend the Action Plan as needed. Any substantial amendment will require additional public outreach and at least 30 days for public comment.

The City must consult with the state and other surrounding stakeholders to ensure consistency with regional plans, and with agencies that manage local PHAs, CoCs, and HUD-approved counseling agencies. It is also encouraged to consult with other relevant federal government partners, state, and local emergency management agencies that have primary responsibility for the administration of FEMA funds, as well as non-governmental organizations and leaders supporting community recovery. We will establish a clear timeline for receiving feedback and create a consistent process for how feedback will be received from these stakeholders. IEM will work with the City to develop a list and engagement strategy of all appropriate stakeholders. If the City opts to set up a citizen advisory council (now *recommended* by HUD but not *required*), IEM will work with the City to support robust engagement and participation.

Establish Record Keeping and Transparency Systems: We will set up a secure, efficient record management system to store all CDBG-DR related documents (applications, environmental reviews, contracts, invoices). This system will be both secure and accessible to authorized City staff, allowing for real-time collaboration and oversight. IEM will also develop a dedicated CDBG-DR webpage, where the Action Plan will be posted for a public comment period of at least 30 days. The CDBG-DR webpage will be a one-stop hub for all CDBG-DR program information. This page will be regularly updated with announcements (meeting schedules, draft documents), informational content (an FAQ about the CDBG-DR program, fact sheets, progress updates), and tools for engagement (the online survey link, a public comment submission form, contact information). This ensures transparency and keeps the community informed of program milestones and opportunities to participate. All website content will be reviewed and approved by the City before being uploaded.

Coordinate Financial Management and Grant Compliance Certification: Compliance begins with a firm understanding of how regulations are applied to adequately achieve program success. Our compliance subject matter experts have provided support for every major CDBG-DR delivery in the nation, with audit-ready financial records. IEM has developed a robust system of preventative, detective, and mitigating controls to proactively identify and address issues before they escalate. This includes frequent training for City staff and subrecipients.

CDBG-DR HUD Financial Management and Grant Compliance Checklist

- ✓ Proficient financial management controls
- ✓ Proficient procurement processes
- ✓ Procedures to detect and prevent fraud, waste, and abuse of funds
- ✓ Processes to avoid duplication of benefits
- ✓ Capacity to ensure timely administration of funds

IEM will work closely with the City's Finance Department to complete the financial management and grant compliance certification checklist based on current HUD guidance. We will facilitate a thorough internal review of financial systems, policies, and staffing. Any gaps identified will be quickly addressed with technical assistance or interim measures, so the City can confidently submit the certification package to HUD for review and approval. Our team will review the checklist prior to submission to HUD, guarantee compliance, and position the City for success throughout the disaster recovery process.

Deliverables. IEM will develop a Citizen Participation Plan, solicit and maintain records of public comments, coordinate and submit the Financial Certification and Grant Compliance Checklist for HUD approval, and establish record keeping and transparency systems, including a dedicated CDBG-DR website. Concurrently, we will ensure the City requests and receives DRGR access from HUD to begin entering activities in the DRGR system as soon as

possible. This step can be initiated before submission of the Action Plan. DRGR approval is further detailed in Phase II.

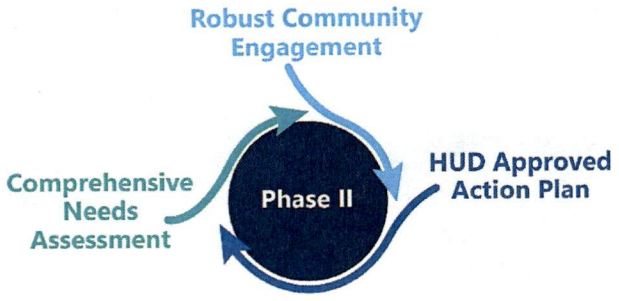
4.1.2 Phase II

Objective. Conduct a comprehensive needs assessment to identify disaster recovery needs across the City. Our shared goal is to inform a HUD-compliant Action Plan that prioritizes projects and programs to address the stated needs. This phase aims to produce an actionable roadmap - activating the City's CDBG-DR Action Plan - that reflects community input, data-driven analytics, and strategic alignment with the resilience and equity goals of the RFP. Our team includes the architects of the most significant update to CDBG-DR policy in decades: HUD's inaugural Universal Notice. We will apply our deeper understanding of its policy to ensure consistency with current guidelines and ready your action plan for swift HUD approval.

Strategy & Vision: A Plan for Recovery and Resilience. Our vision involves developing an Action Plan that not only meets HUD's requirements, but also serves as a blueprint for a more resilient, safe, and secure Fort Lauderdale. We will employ a data-driven and collaborative planning approach. This means combining hard data -- such as damage assessments, social vulnerability indices, and infrastructure studies -- with broad community engagement, to ensure the plan addresses pressing needs on the ground. We align this effort with the City's long-term plans. For example, the City's Comprehensive Plan, Strategic Plan, and Vision Plan all call for resilient infrastructure upgrades or improved affordable housing; we will incorporate such initiatives into the CDBG-DR plan where eligible. Fort Lauderdale's Commission has prioritized critical infrastructure, including stormwater improvements in eight neighborhoods, and resilience investments; our Action Plan will coordinate with these efforts to maximize synergy and impact for the City, its residents and stakeholders and preserves precious CDBG-DR dollars for projects not fundable by other programs

Throughout Phase II, IEM will "leave no stone unturned" for the City. Every eligible recovery need will be identified, every stakeholder will have a chance to be heard, and every decision will be made in a manner that balances community vision and needs with requirements, to maintain strict compliance with HUD guidelines.

Methodology: Comprehensive Needs Assessment: The IEM Team will perform a thorough unmet needs assessment of housing, infrastructure, economic recovery, public service, and mitigation needs resulting from the disaster. We will gather and analyze data from multiple sources: damage reports from City departments, FEMA and SBA data on individual and public assistance, insurance claim data, and input from non-profits and community organizations, ensuring we capture all impacts for calculation and avoid any duplication of benefits in our analysis. Our needs assessment will include designing and deploying a community survey to collect direct input from affected residents on their outstanding recovery needs. Prior to release, we will obtain approval of the survey from the City's Structural Innovation Division, to ensure it aligns with citywide data standards. The result will be a detailed quantification and prioritization of needs that focuses on LMI households and areas, per HUD's requirement that at least 70% of funds benefit LMI populations. This data-driven process guarantees that all eligible projects and costs are identified and supported by evidence, so no community need is overlooked.



Robust Public Engagement: We will implement an inclusive public engagement program that exceeds HUD requirements. Building on the Phase I CPP, we will host at least three public meetings and two public hearings before the City Commission. These forums will be strategically scheduled and geographically distributed to maximize attendance from all neighborhoods, especially those areas determined to be most impacted. We will present the findings of the needs assessment and proposed recovery strategies, then actively solicit public feedback and project

ideas. All public comments will be recorded and considered - as required by the CPP. By facilitating these dialogues, we provide opportunity for residents to help shape the City's recovery – a fully integrated approach that echoes Fort Lauderdale's emphasis on education, outreach, and coordination in resilience planning. Our staff - including bilingual facilitators, as needed - will be on hand to ensure both local and federal perspectives are addressed – for example, explaining HUD rules to the public and conveying community priorities back to program design. These meetings, hearings, and our approach will fully satisfy HUD's public participation requirements (including those outlined in the Universal Notice and otherwise captured in 24 CFR 91.115) to help build consensus around the Action Plan.

Action Plan Development and Gaining HUD Approval: Guided by the needs data and community input, we will develop the CDBG-DR Action Plan, which will detail the proposed allocation of funds to programs and projects (housing rehab, infrastructure projects, economic revitalization, planning costs, and more, along with each program's description, budget, and eligibility criteria). We will ensure the Action Plan clearly ties each proposed recovery activity to the documented unmet needs – creating a logical, evidence-based narrative that HUD reviewers expect. Critical compliance elements will be built in:

1. Meet or exceed the 70% LMI benefit threshold.
2. Comply with Public Law 118-158 and HUD's Federal Register Notice (we will cross-check the plan against every requirement in the Universal Notice).
3. Incorporate applicable mitigation measures for future resilience as encouraged by HUD.

Our team will align the Action Plan with the City's 2040 Comprehensive Plan goals – including resilient infrastructure, affordable housing, and climate adaptation strategies, and reference the City's FY 2025 Adopted Commission Priorities -- such as leveraging planned stormwater projects or expanding internet access in low-income neighborhoods -- if those overlap with recovery needs. This demonstrates to HUD and the community that Fort Lauderdale's recovery is forward-looking and unified with its long-term vision. While ensuring these goals are reflected in your plan, we will also work with City to balance the narrative to ensure compliance with current regulations to ensure quick approval so programs may begin on time without further plan revision. This demonstrates to HUD that we will operate within the confines of established federal guidelines.

Once the draft Action Plan is reviewed and approved internally -- with City management and Commission input -- we will submit it to HUD via the DRGR system for official approval. We will manage the submission process meticulously, uploading all required components and working with the City to quickly respond to any HUD feedback. Our ultimate goal is to secure HUD approval on the first submission by delivering a high-quality Action Plan that meets all federal criteria and local objectives. Upon HUD approval, we will coordinate an official City Commission adoption and publication of the Action Plan, including a hard copy delivered to the Housing and Community Development office and posting on the City's website to kick off Phase III. This Action Plan will serve as the official blueprint for Phase III and beyond, including program design, development of policies and procedures, implementation, management, and closeout of the City's programs.

Deliverables. IEM will work with the City to conduct a dynamic community engagement campaign. We will integrate community input to develop a thorough Needs Assessment and HUD-compliant CDBG-DR Action Plan.

4.1.3 Phase III

Objective. Translate the Action Plan into an operational recovery program. This involves developing detailed policies and procedures for all CDBG-DR funded programs/activities, obtaining necessary approvals for these procedures, and setting up the frameworks required to launch project implementation. The objective is to ensure that every aspect of program delivery is clearly defined, compliant, and ready for execution.

Strategy & Vision: Develop Program Infrastructure. In Phase III, our focus is on establishing a strong governance and implementation structure that will guide the day-to-day execution of recovery projects. We understand that

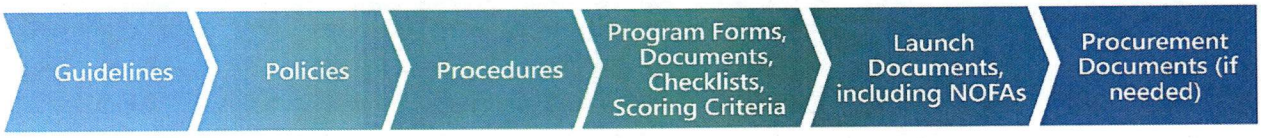
well-crafted policies and procedures are essential for consistency, fairness, and transparency – they comprise the rulebook that staff and partners will follow. As IEM and the City develop program policies and procedures, we will draw upon best practices from our multi-decade involvement in the largest and most successful CDBG-DR programs, as well as Marion McFadden's knowledge from working with more than 200 CDBG-DR grantees across the nation. By the end of Phase III, Fort Lauderdale will have a "shovel-ready" CDBG-DR program: initial policies and procedures in place compliant with regulations and every role defined – so Phase IV can proceed without delay or confusion.

Methodology:

Finalize Action Plan and Launch Implementation Phase: Once HUD approves the Action Plan (Phase II), we will officially transition to implementation. Our first step is to ensure the Action Plan is disseminated and understood by all stakeholders. We will present the approved Action Plan to City staff in the Housing and Community Development Division and other relevant departments and publish it on the City's CDBG-DR webpage for public access. This kickoff meeting will outline the programs to be launched, timelines, and responsibilities. While largely procedural, this marks the handoff from planning to action. We treat this milestone seriously: confirming that everyone is aligned on the what and why of the recovery programs before we define the how.

Develop Detailed Policies and Procedures (P&P): Our experienced team of SMEs will work with the City to develop a detailed policies and procedures framework while the Action Plan goes through the approval process at HUD. We will effectively tailor our existing library of policies and procedures to meet Fort Lauderdale's needs and be ready for final refinements immediately after HUD approval. This framework will serve as the operational backbone of the CDBG-DR program – ensuring consistency, preventing errors, and guiding new staff or contractors in executing programs properly.

Once the City's key priorities have been outlined, our team will use the sequence depicted in the figure below to develop successive documents, each developed in close coordination with the City.



Program Design Framework

For each program/activity identified in the Action Plan (e.g. homeowner rehabilitation grant program, infrastructure repair and mitigation projects, economic revitalization grants), our team will develop a comprehensive Policies and Procedures manual. These P&P documents will clearly delineate eligibility criteria, application processes, selection criteria, compliance requirements, and roles and responsibilities for implementation. We will incorporate all relevant federal, state, and local requirements. This means embedding cross-cutting federal regulations into the procedures from the start – for instance, construction projects will have P&P sections on Davis-Bacon labor standards, Section 3 hiring, the Uniform Relocation Act, and environmental review procedures (24 CFR Part 58), to ensure these cross-cutting regulations are addressed correctly. Likewise, our procurement-related procedures will include all required contract clauses and provisions mandated by 2 CFR 200, so that any contracts or subrecipient agreements executed in Phase IV are compliant. We pay special attention to eligibility criteria and benefit calculations for programs serving beneficiaries, to ensure they are clearly defined and in line with HUD rules and the City's priorities.

Collaborative Review and Approval of Policies and Procedures: IEM will work closely with the City's key agencies in the development of the policies and procedures, and submit to the City's Housing and Community Development, Risk Management, and Legal Offices for review and approval. We will facilitate review workshops when each department can provide input: Housing/CDBG staff will verify the procedures align with community needs and HUD

rules, Risk Management will identify and mitigate any procedural risks (e.g., insurance requirements for contractors), and the City Attorney's designees will ensure legal sufficiency. This cross-functional review not only yields stronger procedures but also builds City staff capacity; they become intimately familiar with the program rules through this process. We will revise P&Ps based on feedback and obtain formal approval from the City (and HUD, if required for certain policies). The end product will be a set of clearly-defined City-approved policies and procedures governing every aspect of the CDBG-DR programs. Additionally, we will ensure that all program documents and templates (applications, checklists, contracts) are developed or updated to conform to these procedures. For example, if the P&P requires a Duplication of Benefits check, we will create the form and spreadsheet for that; if it requires certain contract language, we will update the City's contract templates to include those HUD provisions. Nothing is left to chance: For each rule in the P&P, as needed, there will be a corresponding tool or document to implement it.

Publish and Communicate Policies and Procedures: Once finalized, we will publish the policies and procedures on the City's CDBG-DR webpage, making them accessible to the public, community partners, and all implementation personnel. By doing so, we fulfill both HUD's transparency expectations and the City's commitment to open government.

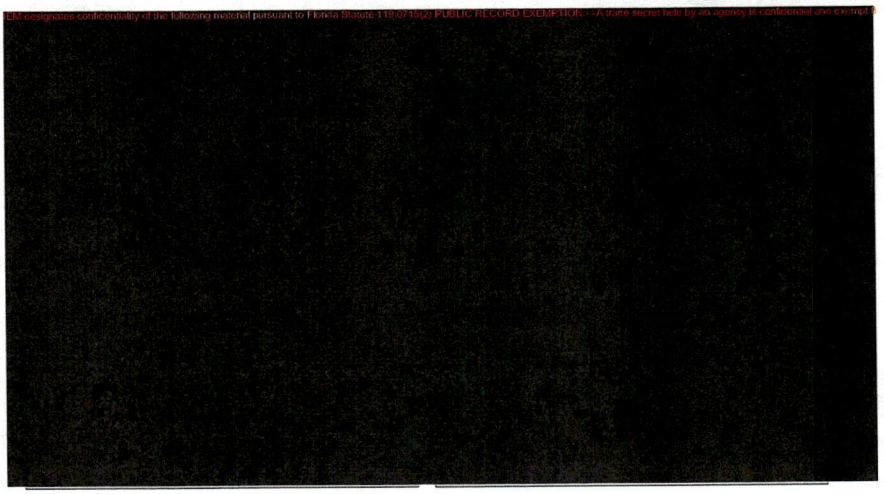
IEM always ensures that training is a part of our delivery of CDBG-DR grant administration. Our experiences have found that investment in training significantly contributes to a smooth and compliant program execution. Our team will emphasize knowledge transfer and train the City's personnel on the nuances of HUD regulations, compliance, project management, and build local capacity to manage the entire CDBG-DR recovery grant. We will conduct training sessions for City staff and any key partners on the new procedures. This may include workshops for City project managers on how to document files for audit, or briefings for elected officials so they can respond to constituent questions about program rules. Our approach ensures that everyone -- from a homeowner applicant to a city engineer managing a construction project -- knows the rules of the game up front. Clear communication of the P&P at this stage will minimize confusion or errors during execution.

Deliverables. IEM will present the Action Plan to City staff and develop detailed policies and procedures in close coordination with the Housing and Community Development, Risk Management, and Legal Offices. Once finalized, the policies and procedures will be published on the CDBG-DR webpage, and trainings will be provided for City staff, as needed.

4.1.4 Phase IV

Objective. Coordinate Fort Lauderdale's recovery to implement the project and programs in its Action Plan efficiently, effectively and with full regulatory compliance. This phase's goal is to deliver promised recovery outcomes to the community, promptly, within budget, while honoring the city commission's priorities.

Strategy & Vision: Execute with Excellence and Accountability. Phase IV is where plans turn into tangible results for Fort Lauderdale's residents. Our strategy is to apply strong project management and financial control practices to each activity, treating each funded project as a sub-component of the overall program with clear scopes, schedules, and performance metrics. We will not merely restore the status quo; we want to rebuild better, streamlining processes and leveraging existing projects to solve problems. We will apply strong project management and financial controls, using clear scopes, schedules and performance metrics. Quality and compliance are part of every step: Getting it right the first time gains trust and satisfies audits.



HUD requires that at least 70% of the CDBG-DR funds benefit low-and-moderate income individuals. Our effectiveness in satisfying that requirement was demonstrated previously in Florida – where we served 92% of LMI households – as well as in Texas, where we served 80% of LMI households. Through stakeholder engagement and support in the most vulnerable neighborhoods, IEM raised awareness of program features and established the trust critical to participation. Vulnerable Fort Lauderdale populations impacted by the 2023 flood are depicted in the map to the right.

Methodology. **Program Mobilization and Staffing:** In Phase IV, we will stand up the full implementation team: experienced project managers, grant management specialists and compliance officers. We will onboard any sub-consultants or technical experts required, such as licensed engineers, architects, or environmental specialists to design and oversee construction projects. The team will be trained on policies, procedures and HUD's requirements.

Project management tools will track each activity. If procurements are needed, we will initiate those per 2 CFR 200 and City procurement rules. RFPs/RFQs will include required federal language and provisions. Every contract will require verification to ensure that it meets HUD requirements. By mobilizing resources and setting up contracts correctly, we pave the way for smooth project implementation.

Project/Program Implementation: The IEM Team will execute recovery projects per the Action Plan. For infrastructure projects, that means managing the project lifecycle: finalizing scopes of work, coordinating engineering designs, securing permits, overseeing contractors and keeping projects on schedule. We will coordinate City departments for technical reviews and leverage its project management protocols. For housing and community development programs, we will launch application intake, conduct eligibility reviews, and provide case management to guide beneficiaries. All activities will strictly adhere to established P&P and HUD rules.

Compliance monitoring will be continuous, enforcing Davis-Bacon prevailing wage compliance on the job sites (collecting certified payrolls, conducting worker interviews) and verifying income eligibility and no duplication of benefits for housing program applicants. We will maintain meticulous records for each project/beneficiary in the centralized system established in Phase I. This ensures that every dollar spent is supported by documentation proving it is allowable, eligible, and properly procured. Additionally, we implement risk management practices, identifying potential obstacles (like environmental challenges or construction delays) early and addressing them proactively through contingency plans or technical guidance. Our approach treats compliance as part of daily operations, not a separate exercise, thereby embedding quality control in the fabric of execution.

Coordination and Approvals: Recovery projects often require coordination with external agencies and regulatory compliance. Our team will work with all local, state, and federal authorities to obtain permits, waivers, and special approvals. For instance, if a project impacts a wetland, we coordinate with environmental regulators; if we need a HUD waiver for a specific requirement, we draft the request and justify it; if state historic preservation office (SHPO) consultation is needed for renovations in historic districts, we coordinate that process. Our knowledge of HUD's alternative requirements and waivers will guide the city in seeking flexibility to the projects' greatest benefit.

To ensure no Duplication of Benefits (DOB) at the time of assistance, we will cross-check against FEMA, insurance, and other sources to confirm CDBG-DR is the payer of last resort. Active communication with FEMA, the State, and Broward County will share data throughout implementation. Furthermore, regular coordination meetings with City

departments will align efforts and resolve issues. This integrated approach expedites project delivery and helps navigate bureaucracy by ensuring everyone has consistent project updates.

Financial Management and Reporting: Financial stewardship is a top priority in Phase IV. We will track budgets at both the project and grant levels, to ensure funds are used efficiently and according to the Action Plan allocations. Each month, our team will perform reconciliations with the City's finance team, matching expenditures to budget and verifying all costs are eligible and properly classified. Monthly status reports to the City (at minimum) will document progress, expenditures, and any issues, meeting the requirement for regular updates.

We will use HUD's Disaster Recovery Grant Reporting (DRGR) system to record performance and drawdowns. Our staff, having obtained DRGR access in Phase II, will input quarterly performance reports, detailing accomplishments (e.g. number of housing units repaired, linear feet of pipes installed) and financial data, as required by HUD. We will also promptly prepare any required federal reports. Before requesting reimbursements or drawing funds, our financial specialists will review all supporting documentation for that draw, to ensure costs are allowable, reasonable, and properly supported.

This internal review process acts as a preventive audit, catching discrepancies before they reach HUD. Additionally, if a program generates income, we will manage it according to HUD rules. Our meticulous financial oversight prevents fiscal surprises, maintains financial integrity and prepares us for the final audit in Phase V.

Performance Monitoring and Communication: Key Performance Indicators (KPIs) will be monitored: If a project lags or meets obstacles, we will intervene with course corrections: reallocate resources, adjust strategies, or seek HUD's guidance. Internally, bi-weekly team meetings will review all activities. Externally, we propose monthly meetings with City leadership and stakeholders, per the City's desire for ongoing updates. We will also inform the public, updating the CDBG-DR webpage with news, schedules and successes.

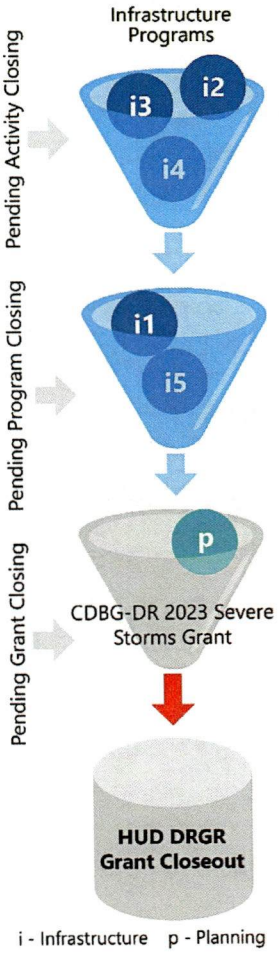
IEM has learned that early wins foster a positive perception and reception of our programs: They demonstrate our commitment to urgency, focus, accountability, and transparency, helping build residents' comfort level. The success of this approach was demonstrated with the Louisiana Office of Community Development, where our programs received only 371 complaints from 51,895 respondents (0.7%).

Deliverables. By the end of Phase IV, projects will be near or at completion, LMI benefit targets will be reached and the grant will be positioned for a smooth closeout. All project costs will be documented and eligible, through rigorous record-keeping and reconciliations. We will have collaborated with FEMA and others to prevent any duplication of benefits. Permits, waivers, and compliance will be secured at all levels, so no bureaucratic hurdles delay progress. Every reimbursement request will document allowability and that contracts and agreements contain the required federal provisions. Cross-cutting regulation compliance is assured and any issues are corrected in real time.

4.1.5 Phase V

Objective. IEM will coordinate the closeout of the City's Action Plan activities, programs and grant efficiently, effectively ensuring activities, programs, and grant are fully documented and in compliance with all regulatory requirements. The Phase V goal is to close the activities, programs, and grant when all activities complete, funds expended, expenditures thresholds verified, reporting requirements are met, and there are no open audits (e.g, the HUD's Closeout Readiness Requirements) are met.

Strategy & Vision. Leverage a systematic closeout process that ensures compliance with federal, state, and local requirements and proper documentation of all activities and expenditures. Closeout all activities, programs, and grant promptly once HUD's Closeout Readiness Requirements have been met and within budget using the documented City approved policies and procedures. Transfer data and knowledge to the City departments in a timely manner.



Methodology. Closing CDBG-DR programs involve a systematic process that ensures compliance with requirements and proper documentation of all activities and expenditures. We understand HUD's closeout time sensitivities (e.g., end of the 8th Federal fiscal year, including the year of allocation) and we diligenty close each activity, program, and grant leveraging IEM's Systematic Activity, Program and Grant Closeout Process (Systematic Closeout Process).

Systematic Closeout Process. At IEM, we do not wait until all approved Action Plan activities and programs are completed to start our closeout processes. We close them when the HUD Closeout Readiness Requirements are met. The figure to the left illustrates the flow of infrastructure activities from the Pending Activity Closing queue to the Pending program Closing queue.

Pending Activity Closing. Activities will remain in this queue until the activity meets the HUD Closeout Readiness requirements. Once closed, it moves into the Pending Program Closing queue.

Pending Program Closing. A Program remains in this queue until all of the Program's activities are closed. Once closed, it moves into the Pending Grant Closing queue.

Pending Grant Closing. Closed Programs remain in this queue until all programs are closed.

Grant Closeout. Once all programs are closed, the Grant Closeout process commences and is submitted to HUD for review and approval.

Activity Closeout Processes. The process for closing activities involves several steps to ensure that all financial and performance data are accurately recorded, finalized, compliant with federal regulations (e.g., Uniform Notice and Uniform Guidance) and audit ready. The figure on the following page is a general outline of the process of closing activities.

Verify Completion. IEM will ensure grant program activities are completed, expenditures have been incurred and are consistent with the approved Action Plan. We will conduct final monitoring reviews of each activity to ensure compliance with regulations and program goals.

Prepare for Closeout. We will compile and organize in an easily retrievable format to facilitate the post-closeout audit process. We will review all necessary documentation required and ensure our recordkeeping standards meet HUD requirements. We will confirm records maintained include certifications, eligibility and national object classification, financial records, and evidence that demonstrates the City's compliance with any unique requirements.

Prepare Financial Reconciliation. We will review and reconcile all financial transactions, including any program income, to ensure all transactions are accurately recorded in DRGR and the City's internal records. Our will prepare a budget to actual variance analysis to document significant variances and ensure aggregate activities do not exceed the public services (15%) and planning administration (20%) thresholds. We will verify funds drawn down are properly supported. We will resolve any discrepancies or issues identified. We will address any identified weaknesses in internal control during our assessment.

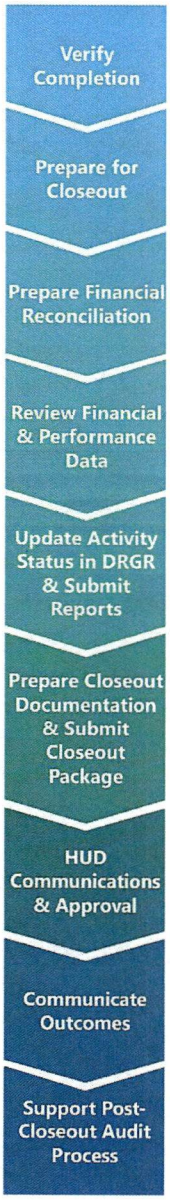
Review Financial and Performance Data. We will verify compliance with agreement terms, and ensure expenditures are necessary, allowable, allocable, reasonable, and supportable. We will ensure adherence to regulations like procurement, environmental, and labor standards. We will assess post-closeout property and equipment disposition requirements. We will collect evidence demonstrating effectiveness and confirms goals and objectives are met.

Update Activity Status in DRGR and Submit Reports. We will update the DRGR status to complete and enter final activity financial, performance and compliance data including achieved outcomes and accomplishments.

Prepare Closeout Documentation, Submit Closeout Package, and HUD Communications and Approval. We will prepare closeout packages in accordance with HUD guidelines and ensure DRGR required data is accurate and complete. We coordinate HUD communications throughout this process to facilitate a smooth closeout process.

Communicate Outcomes. We will coordinate stakeholder meetings to discuss outcomes, lessons learned and best practices and assist the City to share program results and impacts.

Support Post-Closeout Audit Process. We can support the City with HUD post-closeout audits which may involve responding to queries or providing additional information as requested. We can meet with auditors to discuss the scope of the audit and any preliminary findings. We can draft responses, prepare corrective action plans, and implement corrective actions.



Program and Grant Closeout. When all program activities or the grant's programs are closed we will:

- Aggregate, compile, and conduct a comprehensive review to ensure all closed out properly,
- Evaluate overall success and effectiveness in achieving its goals and objectives,
- Verify financial transactions are reconciled and documented to ensure all funds are accounted for and properly documented,
- Calculate and determine whether there are any unused funds that need to be reallocated or recaptured,
- Prepare the HUD-required final financial, performance, and compliance reports,
- Review compliance with program or grant-specific requirements,
- Resolve any outstanding financial issues or discrepancies, including compliance or audit findings,
- Verify internal accounts are properly closed to prevent financial transactions from being recorded,
- Verify DRGR data is up-to-date, accurate, and reflects the final status of the program or grant,
- Prepare and submit program or grant level reports detailing outcomes and impacts, and
- Communicate results and impacts to stakeholders.

Systematic Closeout Process Benefits. Closing activities and programs when they meet HUD's Closeout Readiness Requirements offers several benefits:

- **Efficient Fund Management.** Closing activities and programs timely allows better tracking and managing of funds, aids in resource allocation management, and reduces mismanagement or overspending risks.
- **Regulatory Compliance.** Timely closeout helps to maintain compliance with federal, state and local regulations by ensuring all requirements are met and documented, reducing the risk of audit findings.
- **Performance Evaluation.** Completing activity and program closeout timely provides an opportunity to evaluate the performance and impact of the activity or program. It allows the City to assess effectiveness of their strategies and make informed decisions for future projects.
- **Documenting and Reporting.** Closing activities and programs ensures that necessary documentation and reporting is completed and submitted timely. It is crucial for transparency and accountability.

Through implementation of the City's approved policies and procedures, IEM will close the CDBG-DR 2023 Severe Storm activities, programs and grant timely. Leveraging the Systematic Closeout Process will ultimately lead to the successful closure of the grant and ensure the City is audit ready. We will maintain clear communication with HUD throughout the process. Ensuring meticulous documentation is a key factor in achieving a smooth closeout.

IEM's proven approach has resulted in preventing errors and fraud in over $74B of CDBG-DR grant program funds managed by IEM. To date, the HUD Inspector General has not identified any audit findings that require any states or municipalities to pay back misspent funding resulting from fraud, errors, or omissions in an IEM-administered program.

Deliverables.

IEM will provide the closeout deliverables below at each stage of the Systematic Closeout Process:

- **Final Performance Reports.** Report summarizing outcomes and impacts that align with the goals and objectives; includes metrics, appropriate data and analysis on the beneficiaries served, including demographic information and how the program met their needs.

- **Final Financial Report and Financial Reconciliation.** Financial reports that include final budget reconciliation, expenditures, and any adjustments. This will include a budget-versus-actual spending report and a program income analysis, if applicable.
- **Compliance Documentation.** Documentation that demonstrates adherence to all applicable regulations, including procurement, environmental reviews, labor standards, and other regulatory requirements.
- **Audit and Monitoring Reports.** Reports summarizing any audits or monitoring activities conducted during the grant period, along with responses to findings and corrective actions taken, if necessary.
- **Completed Closeout Checklists.** An administrative and programmatic requirements checklist that incorporates HUD's Closeout Readiness Requirements.
- **Final Inventory and Disposition Plan.** Documentation of all grant-funded property and equipment and disposition plans, if applicable.
- **Project Closeout Report and Summary.** An executive summary that encapsulates the entire activity, program, or grant, including objectives, outcomes, financial status, and compliance with grant terms.
- **Lessons Learned.** A document capturing insights and lessons learned throughout the activity, program, or grant's lifecycle, which can inform future projects and improve processes.
- **Stakeholder and Public Communications.** Stakeholder-appropriate materials prepared for communicating completion and success to stakeholders, the public, and community partners. This may include presentations, press releases, or community meetings.

4.1.6 Audits

IEM approach to audits works hand-in-hand with closeout as we ensure all files are audit-ready. IEM has developed audit-tested protocols to reconcile grant funds (obligated versus actual), log and track funds to the appropriate funding source and ensure that the funds were used for an eligible purpose. We monitor program-projected budgets against actual expenses. We also monitor projected obligation of funding. At the project level, our accountants track, verify and report on funds drawn from HUD, those awarded to beneficiaries, applicant-escrowed and –returned funds, as well as subrogated dollars.

Experience by the Numbers

17 million applications processed with zero clawbacks

The IEM Team will work with the City for recommended improvements to data collection methods, expectations, and fault handling procedures that can protect the State's interest in maintaining compliance. A deliberate daily, weekly, and monthly process of examination, process improvement, and remediation must take place on every funding stream to properly manage process and risk. IEM will perform fiscal monitoring reviews at set trigger points, such as the 25%, $1 million mark, at final draw request, or as indicated by the risk assessment and actual program performance.

IEM strongly recommends that a risk-based financial quality control plan be created, if one is not currently in place. The plan rationally connects program risks to appropriate levels of monitoring activity and is a living document, updated as needed throughout the recovery grant programs' lifespan. For example, as the frequency of transactions for a particular program decreases and with them the associated risks, that program will drop lower on the monitoring priorities list. The quality control monitoring plan will be revised to reflect the change.

Changes to federal and state guidance may also affect the risk assessment, and those changes will need to be reflected in the plan. The plan will also include appropriate strategies to help each program manage and mitigate the financial risks. The IEM Team will review each program's internal controls, procedures, and policies regarding deterrence, detection, and record-keeping to ensure that we can demonstrate compliance with all legal and regulatory requirements. Risk assessments will also be performed for each program partner.

We have experience dating back to Hurricane Katrina in administering, collecting, and processing subrogated funds. We have handled audits for a variety of funding streams. Some examples include LA Restore (CDBG-DR), Virginia's

Homeowner Assistance Fund, and Prince William County (FEMA/Treasury). In these instances, we used our reporting and reconciliation systems to ensure that funds received from applicants, HUD, insurance, and all other sources are reconciled with the system of record.

Quality Assurance / Quality Control Procedures: IEM will monitor implementation contractor performance and evaluate administrative and implementation procedures at the service level. This includes tasks such as reviewing subrecipient deliverable requirements and holding them accountable for work product, scope, schedule, and budget. We measure performance against contract requirements, as outlined in grant agreements, project execution plans, and projected benchmarks and milestones. We evaluate workflow processes for efficiency, recommending process improvements. We monitor compliance with environmental regulations, Fair Labor Standards, Section 3 hiring, and other flow-down contract requirements. We provide advisory services on the development of new or refined QA/QC program design, to ensure compliance with program scope of work, accuracy of reporting records, and documentation requirements.

- Defining review procedures to implement compliant processes and perform risk analysis for each process and funding stream.
- Performing gap analysis to determine outliers that define system compliance issues.
- Reviewing account reconciliations necessary to control and report on existing Project Worksheet accounts, applicant balances, system interfaces, and other control balances.
- Performing quality assurance/quality control reviews and assessments associated with the payments process, to ensure compliance with federal and state regulations as well as industry best practices.
- Reviewing reconciliations to determine if backlogs exist for the Request for Reimbursements process.
- Auditing financial program standards against those set forth in 2 CFR 200 and all applicable federal cross-cutting regulations and requirements.

4.1.7 Deliverables

In accordance with the RFP Section 3.5 Deliverables, IEM proposes to provide the City of Fort Lauderdale with the services and deliverables outlined in 3.2 Scope of Services. In the above section, we detailed our proposed methodology to deliver these services. We ensure that all services and deliverables not just meet but exceed our standard and that the City receives industry-leading deliverables. The following section of our proposal (**Section 4.2 Timeline**) provides a proposed timeline and deliverables schedule for consideration.

4.2 Timeline

IEM offers an outcome-based approach for managing our work on this contract – combining the City's goals and IEM's lessons learned on past projects – to create a clear path to the overall recovery of the City of Fort Lauderdale as it copes with the devastation of the 2023 severe storms/flooding. With the concurrent -- sometimes competing -- timelines and priorities, time management is crucial. IEM has a track record of providing the City with experienced professionals who respond to quickly-changing priorities. The IEM Team will expedite our response in Fort Lauderdale, considering the phase of each application, the City's agreements with HUD, and all programmatic, regulatory, cost effectiveness, and compliance requirements.

The figure on the following page depicts our proposed scheduling methodology (timeline) for effectively managing and executing the work in the optimum time. Our timeline is stated in calendar days and includes proposed dates, deliverables, and completion dates, in accordance with the RFP specifications.

TASK/DELIVERABLE	DESCRIPTION OF TASK/DELIVERABLE	START DATE	END DATE	DURATION (CALENDAR)
PHASES I - V				
Program Management & Oversight	Overall project management, coordination, and quality control across all phases. Regularly monitor the schedule, manage risks, and maintain project records in a secure system accessible to City staff from kickoff through closeout. This task is ongoing tthroughout the project duration.			
PHASE I				
Kickoff Meeting	Hold kickoff meeting with City staff and the consultant team to initiate the project, confirm scope, roles, timeline, and communication protocols. Establish project documentation systems and set up the CDBG-DR webpage for public information and transparency.			
Citizen Participation Plan	Develop a CDBG-DR-specific Citizen Participation Plan detailing how the City will solicit public input and record comments for the disaster recovery program. Obtain all required City approvals for the plan.			
Financial Management & Certification	Coordinate with the City's Finance Department to complete HUD's Financial Management and Grant Compliance Certification checklist (documenting the City's financial controls and grant management procedures). Prepare the completed certification for submission to HUD.			
Public Outreach Preparation	Schedule and publicly announce the required community meetings and City Commission public hearings per the Citizen Participation Plan. Post all required public notices on the City's CDBG-DR website to inform residents of upcoming engagement opportunities.			
PHASE II				
HUD DRGR System Access	Apply for and obtain access to HUD's Disaster Recovery Grant Reporting (DRGR) system via the City's Housing & Community Dev. Division, ensuring the system is ready for Action Plan submission and ongoing reporting.			
Needs Assessment & Survey	Conduct a comprehensive disaster needs assessment. Develop a public survey to gather data on unmet needs (e.g. housing, infrastructure) and obtain City approval to release it. Publish the survey and collect responses to inform the Action Plan.			
Public Meetings & Hearings	Hold at least 3 community meetings (June 2025) to present findings and gather citizen input. Conduct 2 City Commission public hearings (one before posting the Action Plan draft and one before submission) to formally receive comments and approve the Action Plan.			
Draft Action Plan	Based on the needs assessment and public input, prepare the draft CDBG-DR Action Plan outlining proposed programs and budgets. Publish the draft Action Plan for a 30-day public comment period on the City's website to gather feedback from residents and stakeholders. Hold required public meeting.			
Finalize Action Plan	Incorporate public comments and City leadership feedback into the Action Plan. Coordinate City Commission review and adoption of the final Action Plan (Target: 8/5/2025), obtaining official City approval to submit the plan to HUD.			
Submit Action Plan to HUD	Submit the final Action Plan to HUD through the DRGR system, including all required attachments and the completed financial certification.			
PHASE III				
HUD Action Plan Review & Approval	HUD reviews the submitted Action Plan (~45 days). During August–September 2025, respond to any HUD inquiries or requests for information. Achieve HUD approval by late September 2025. Execute the CDBG-DR Grant Agreement with HUD upon approval (early October 2025), officially obligating the $88 million in disaster recovery funds to the City.			
Publish Approved Action Plan	Upon HUD approval, present a physical copy of the approved Action Plan to the City's Housing & Community Development office and post the approved plan on the City's CDBG-DR webpage for public access. Notify the community that the Action Plan is approved and funding is secured.			

[redacted]

IEM designates confidentiality of the following material pursuant to Florida Statute 119.07(15)(2) PUBLIC RECORD

TASK/DELIVERABLE	DESCRIPTION OF TASK/DELIVERABLE	START DATE	END DATE	DURATION (CALENDAR)
Implementation Kickoff Meeting	With the grant agreement in place, conduct an internal kickoff meeting to initiate implementation. Convene City departments (Housing, Finance, Public Works, etc.) to assign responsibilities for program rollout, procurement, compliance, and reporting in Phase III.			
Develop Program Policies & Procedures	Develop comprehensive written policies and procedures (P&P) for each recovery program/activity outlined in the Action Plan (e.g. housing rehab, infrastructure projects, grant programs). Include eligibility criteria, application processes, and compliance requirements. Begin drafting during HUD's review period to expedite completion of P&P documents.			
City Review of P&P	Submit the draft program P&P to City departments (Housing & Community Dev., Finance, Risk Management, Legal) for review and approval. Revise the P&P documents based on feedback to ensure they meet City and HUD requirements.			
Finalize & Publish P&P	Finalize all program policies and procedures after City approval. Publish the approved P&P documents on the City's website for transparency, ensuring they are in place before programs launch.			
Staff Training on P&P and Compliance	Train City staff and any partner agencies on the new program procedures and federal compliance requirements. Cover topics such as HUD environmental review (24 CFR Part 58), Davis-Bacon labor standards, procurement rules, and DRGR reporting. Ensure the team is prepared to implement programs in full compliance.			
DRGR Reporting Preparation	Configure internal systems for HUD reporting. Set up templates and assign responsibilities for quarterly performance reporting in DRGR. Ensure financial tracking systems align with DRGR to facilitate accurate quarterly reports starting Q4 2025.			
Public Outreach Update	Inform the community of program status now that HUD approval is obtained. Provide a public update (November 2025); update the City's website or hold a community briefing to let residents know that funding is secured and that recovery programs will soon launch.			
PHASE IV				
Program Launch (Begin Implementation)	Launch the CDBG-DR funded programs now that P&P are in place. Announce the opening of applications for housing and business recovery programs and initiate planning for infrastructure projects. Ensure the public can access program information and application materials (program "go live" date of 11/17/25).			
Procurement of Projects/ Services	Kick off procurement (3 month period) for recovery projects. Prepare bid packages and RFPs for construction projects and professional services (engineering, environmental, etc.). Advertise solicitations starting early 2026 and ensure compliance with all federal and City procurement standards (including Section 3 outreach and verification of non-debarred contractors).			
Environmental Reviews	Conduct required environmental reviews for each project under 24 CFR Part 58 (e.g. historic preservation, floodplain management). Initiate reviews in parallel with procurement to prevent delays. Obtain all necessary environmental clearances before projects commence construction.			
Project Selection & Awards	Evaluate proposals/applications and select subrecipients or contractors for each program. Award contracts or subrecipient agreements for project implementation, obtaining City Commission approval for major awards as needed. Aim to have all key projects awarded by mid-2026.			
Begin Project Implementation	Start implementing projects on a rolling basis as contracts are executed. Initial project activities (e.g. construction groundbreakings, home rehabilitations, grant disbursements) should begin by Q2 2026 once the first contracts are in place.			

TASK/DELIVERABLE	DESCRIPTION OF TASK/DELIVERABLE	START DATE	END DATE	DURATION (CALENDAR)
Ongoing Project Management & Reconciliation	Provide continuous management for all active projects. Hold monthly project status meetings and perform monthly financial reconciliations with the City's finance team to track expenditures and ensure timely drawdowns. Adjust project plans as needed to stay on schedule and within budget.	[redacted]		
Quarterly HUD Reporting & City Updates	Prepare and submit quarterly Performance Reports in DRGR throughout implementation (detailing expenditures, outputs, and LMI benefit progress). Provide the City with required monthly status updates on program progress, keeping City leadership informed and ensuring transparency.			
Monitoring & Compliance Oversight	Monitor all projects and programs for compliance with HUD requirements. Conduct regular field inspections and desk reviews (e.g. verify Davis-Bacon payrolls, Section 3 hiring, environmental mitigation measures) and facilitate any HUD/City monitoring visits or audits. Ensure any compliance issues are corrected promptly. Track beneficiary data to confirm at least 70% of grant funds benefit low/moderate-income residents, adjusting outreach or program criteria if needed to meet this target.			
Ongoing Community Engagement	Maintain transparency and community engagement during implementation. Provide annual public updates or town hall meetings (e.g., 2027 Year in Review) to report progress and accomplishments to residents. Continue to post progress updates on the City's website and celebrate major project milestones (e.g., press releases, ribbon-cuttings, etc.).			
Complete All Projects	Wind down and complete all remaining projects. Initial housing projects will complete in 2026. By early 2030, finish all construction and program activities to meet grant deadlines. Conduct final inspections for each project and ensure all project files contain required completion documentation and compliance records.			
Final Fund Expenditure & Closeout Prep	Ensure 100% of CDBG-DR funds (and any program income) are expended by the end of the implementation period. Reallocate any unspent funds via Action Plan amendments (with City/HUD approval) before the deadline. Begin compiling final performance data and resolving any outstanding issues (e.g. missing documents or compliance findings) in preparation for formal closeout.			
PHASE IV				
Master Financial Reconciliation & Audit	Perform a thorough reconciliation of all grant financials. Verify that total expenditures in City records match HUD's DRGR system records and that 100% of the grant (plus any program income) is accounted for. Conduct an independent audit of the CDBG-DR grant (if not already covered by annual Single Audits) to certify compliance. Address any audit findings or recommendations.			
Final Performance Report & Closeout Package	Prepare the Final Performance Report summarizing all activities, expenditures, and beneficiaries. Enter final outcome data into DRGR and mark all activities as complete. Compile the grant closeout package with all required documentation, including the financial reconciliation, narrative summaries, and signed certifications for City and HUD.			
HUD Closeout Review & Acceptance	Submit the closeout package to HUD and coordinate through HUD's review process. Respond to any follow-up requests from HUD during the review. Obtain any required City Commission resolution for formal acceptance of grant closeout. Anticipate HUD's issuance of a Grant Closeout Agreement/Letter by October 2030, formally closing the grant.			
Post-Closeout Records & Transition	After formal closeout, archive all project files and financial records according to HUD's record-retention requirements (at least 3 years post-closeout). Ensure the City is prepared for any future audits (e.g. HUD OIG). Transition completed projects to normal operations/maintenance and conclude all consultant activities.			

IEM designates confidentiality of the following material pursuant to Florida Statute 119.071(3)(b)

4.3 IEM's Current Workload

Our current engagements are listed in the following table.

IEM's Current CDBG-DR/MIT Workload

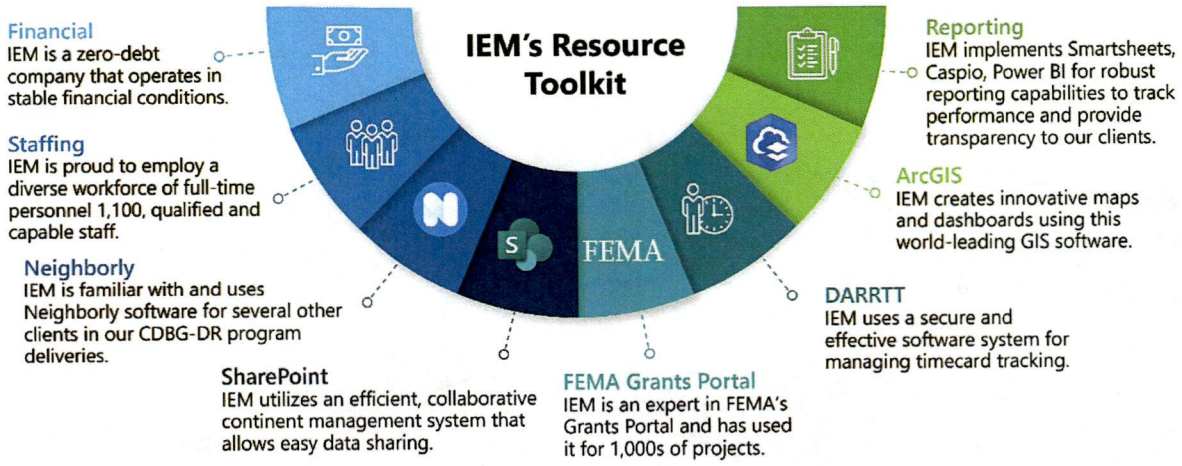
Client & Project	Performance Period	CDBG-DR/MIT Funds Managed:
IEM designates confidentiality of the following material pursuant to Florida Statute 119.0715(2) PUBLIC RECORD EXEMPTION. —A trade secret held by an agency is confidential and exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution.		

Facilities, Technological Capabilities, and Other Resources

IEM's Resource Toolkit allows us to scale to add Fort Lauderdale's project to our workload. We offer the following assets, in response to the RFP:

- **Financial Stability:** IEM is a zero-debt company that operates in stable financial conditions. In submitting this proposal, we are confident we have the necessary financial support to deliver the requested services.
- **Facilities**: Our bricks-and-mortar office in Tallahassee -- paired with Teaming Partner Nan McKay's three Florida offices -- offers local facilities for meeting with applicants, outreach events and stakeholder get togethers. Those offices provide virtual teleconferencing accommodations too. Our broad financial stability ensures that we will fulfill our obligations to Fort Lauderdale.
- **Technological Capabilities**: Complementing our facilities on the ground is our versatility with virtual meetings, communications and marketing. The hybrid model responds to stakeholders' preferences for interacting: in person or virtual. A software suite and handy mobile devices harness demographics, manage records, estimate costs and produce reports, making the most of every dollar.
- **Other Available Resources:** We provide surge staffing or augmentation if local priorities change, or additional funding is provided. Furthermore, our history with and relationships in Florida will make us quick studies in evaluating, planning and conducting this project. We offer bilingual staff and many other resources matched to Fort Lauderdale's demographics.

IEM's Resource Toolkit is depicted in the graphic on the following page.



Financial Support

IEM is a zero-debt company that operates in stable financial conditions. IEM's business generates consistent positive annual cash flow and maintains a strong financial position. IEM has maintained this financial stability by wisely adding to our portfolio of work. When pursuing new opportunities, we carefully manage risk and only pursue them if we can continue to meet the contractual obligations of our clients. As a result, we have not overextended our commitment to provide services to any of our customers. IEM is audited annually and has received an unmodified audit opinion every year. IEM can assure clients that its financial capacity is more than enough to foster the necessary assets to continue providing the requested services.

Facilities

IEM is headquartered in Raleigh, North Carolina. We have one office in Tallahassee, Florida and six additional offices across Louisiana, Virginia, and Puerto Rico. We will perform the requested services in a hybrid capacity (remote/onsite). When onsite, we can work out of Nan McKay & Associates' local offices in Miami, Miami-Gardens, and Lakeland.

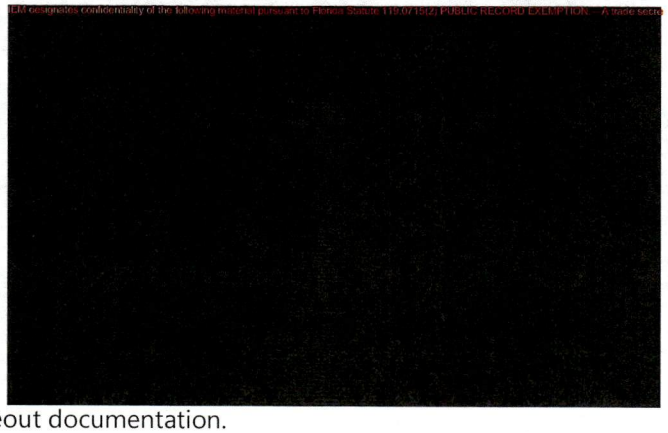
Technology Capabilities

Content Management System (CMS). IEM uses SharePoint Online system, which is part of the Microsoft 365 cloud platform, for CMS. It is collaborative workspace that allows our clients to securely access the site for document exchange, file sharing, status reporting, and program and schedule updates.

Disaster Associated Response and Recovery Task Tracker (DARRTT). IEM recently developed and implemented the Disaster Associated Response and Recovery Task Tracker (DARRTT), a PowerApp-based system. This system is used to correctly track and allocate work hours and tasks based on project requirements, in 15-minute increments.

ArcGIS. IEM's GIS Team, IEM GEO, uses ArcGIS Pro and ArcGIS Online to build customized dashboards and associated workflows for our clients. Using these tools, we have developed dozens of emergency management-focused interactive web maps and online dashboard applications to assist government entities in visualizing and analyzing multiple complex data sources, including geolocation data, within a single platform.

Reporting Tools. At IEM, we utilize Smartsheet, Caspio, Microsoft Power BI and other reporting tools and systems of record. Through these tools, we ensure that applicant interactions, communications, documentation, and verifications are entered into the system of record to optimize compliance with program rules and funding requirements.



We train our staff members and City staff on system functionality, completeness of records, and accuracy of data entry. IEM's one-over-one quality review process adds an additional layer of review, prior to submission of eligibility, verification and duplication of benefits, and closeout documentation.

Other Resources

Staffing. We can staff and scale teams of tightly integrated and highly experienced experts for the City. Our team can deploy staff on short notice, to augment staff onsite when needed. IEM has been selected repeatedly to support our nation's most recent disasters: Hurricanes Fiona, Maria, and Irma in Puerto Rico, Hurricane Harvey in Texas, Hurricanes Irma, Ian, and Idalia in Florida.

As an experienced emergency management and disaster recovery company, IEM has successfully deployed response or recovery operation resources within 72 hours of contract execution and sometimes with less than 24 hours' notice. Our disaster response contracts span the entire United States including Puerto Rico. Program resources were identified in each of these deliveries, staff was onboarded and trained, and teams deployed rapidly upon clients' requests.

Some examples of projects we have provided rapid deployment of personnel in the last five years are outlined the figure below.

NYS DHSES Public Assistance and Hazard Mitigation Assistance	FDEM State Emergency Operations Center Support	Puerto Rico Electric Power Transmission and Distribution System	Various Clients, Hurricanes Helene and Milton
In the aftermath of Superstorm Sandy, IEM joined as a major partner to the team supporting the State of New York with $14.5 billion FEMA PA Program and $1.5 billion HMGP funding. **IEM deployed more than 150 trained PA and/or HMGP personnel over a 90-day period some within as little as 48 hours.**	IEM has provided emergency response and recovery staff augmentation to support the historic impacts of Hurricanes Milton, Helene, Debby, and Ian. In response to Hurricane Ian, **IEM deployed over 30 people in less than 48 hours after being requested by the state, with team members staying on-site for an average of three months.**	In the days leading up to Hurricane Fiona, **IEM surged to 60 staff members to provide assistance in multiple areas** including Grants Management, Debris Monitoring, Damage Assessment, After Action Review, Emergency Management Processes, and Meteorological support.	**IEM deployed over 200 personnel to the states of Florida, South Carolina, North Carolina, and Virginia to support state EOCs.** Most personnel were deployed within 48 hours of each state's initial request. We deployed 130 personnel within 24 hours to Florida's State EOC and throughout Florida on behalf of FDEM.

Rapid Deployment Examples



Rehabilitation, Reconstruction, Elevation, & Mitigation (RREM) Program Management

New Jersey Department of Community Affairs (DCA), Division of Disaster Recovery and Mitigation (Division name changed in 2021)

OCTOBER 2017 – JANUARY 2023 | $ 600 MILLION

IEM was contracted by DCA to assist in completing the housing recovery phase in the aftermath of Superstorm Sandy, providing project management services for Pathway B Applicants. Pathway B consisted of Applicants who identified and selected their own program-eligible, State-approved builder to complete home improvement, elevation, or construction projects under RREM and Low-to-Moderate Income (LMI) Homeowners Rebuilding Programs (funded by CBDG-DR dollars).

> "IEM has been a great partner in our recovery process. Most importantly IEM has demonstrated their ability to provide customer service for homeowners navigating the challenges and hardships of the disaster recovery process."
>
> *-Samuel R. Viavattine, State of New Jersey Department of Community Affairs, Sandy Recovery Division*

IEM conducted over 165 trainings to 130 staff members for this Program. Training sessions peaked at 97 attendees. We provided over 278.50 hours of trainings. Training topics included basic program operations, construction project management, supplemental funding, and baseline site inspections. We helped 1,261 New Jersey homeowners who sustained damages as a result of Hurricane Sandy complete their construction projects and successfully get back home. Of those, we also assisted 1,248 to close out of the program. As a result of our training efforts, we assisted 1,248 applicants to close out the RREM/LMI Programs.

REFERENCE INFORMATION

- Sam Viavattine, Director, 609-633-8711, Samuel.Viavattine@dca.nj.gov
- **Address:** 101 S. Broad Street, PO Box 823, Trenton, NJ 08625

TOTAL COST OF PROJECT

- **Estimated:** $25,286,000
- **Actual:** After several contract amendments, final price was $27,218,695.00

6.0 Minority/Women (M/WBE) Participation

IEM is a minority, woman-owned company that has long embraced the concepts of diversity and fairness. IEM is committed to contributing to the communities in which we work and helping their residents obtain a fair share of available economic opportunities. In addition, minority-owned, women-owned, small, and other disadvantaged or emerging businesses make critical contributions to IEM and our clients. We seek to increase our visibility with the disadvantaged business community through marketing and outreach assistance programs.

IEM is subject to diversity subcontracting plans across multiple federal, state, and local contracts. IEM meets, and consistently exceeds, these diversity subcontracting requirements. Our small and diverse business subcontractors are crucial members of the IEM Team. While IEM primarily relies on existing company source lists for subcontracting needs, when new sources are required, IEM identifies potential subcontractors using state certification databases; dynamic small business searches; the System for Award Management (SAM); veterans service organizations; the National Minority Purchasing Council Vendor Information Service; the Research and Information Division of the Minority Business Development Agency in the Department of Commerce; or small, HUBZone, SOB, and WOSB trade associations

Our leadership and staff reflect those values, and we look for opportunities to ensure our workforce, project approaches and methods, and values are inclusive across race, ethnicity, gender identity, sexual identity, and access and functional needs designations. Our team has worked in previous projects and positions to develop systems that better address equality.

Company	About	Certifications
IEM	Managed over $277B in federal funds	WBE under the WDENC

> The IEM Team actively works to identify and remove barriers in communities to ensure those most in need receive vital assistance.

IEM leads by connecting goals and objectives to ensure fair outcomes. When we begin forming a project work plan, we work to identify not only the client's needs but also those of their constituents. This means providing proactive leadership, collaborating with community leaders and organizations at the grassroots level, and practicing transparent decision-making. We use disaggregated data to identify effective methods to equitably utilize information to provide our clients with a transparent, non-punitive insight into their constituents' needs. We center equity in our work by facilitating continuous collaboration from all stakeholders and recognizing everyone's contributions to create a space of empowerment and engagement that allows people to see that their voices matter.

We hand selected our subcontractor, Nan McKay & Associates, to assist with training, technical assistance, assistance with action plan development, financial management and DRGR support, and grants management. We have existing relationships with Nan McKay & Associates. IEM also is certified as a WBE from the Women's Business Enterperise National Council (WBENC).

7.0 Subconsultants

We have selected Nan McKay & Associates as our subconsultant for this contract. They are a nationally-recognized leader in government-supportive strategic services and program management since 1980, over 43 years. Annually, they manage $4 billion in federal assistance funds, conduct more than 500 trainings, and perform more than 350,000 housing inspections throughout the country. Nan McKay & Associates has supported the programming and distribution of billions of dollars in CDBG-DR funding nationwide. Their team provided Harris County, Texas with CDBG-DR action plan support, helping the County to receive $1.25 billion in CDBG-DR funding specifically for recovery programming from Hurricane Harvey. They have assisted with the distribution of more than $12 billion in CARES Act funding throughout the country, including Miami-Dade County, Florida; St. Louis County, Missouri; Harris County, Texas; the State of South Dakota; the State of Massachusetts; the State of New Jersey; and the State of South Carolina.

Nan McKay
AND ASSOCIATES, INC.

POINT OF CONTACT

Contact Person: Catherine Ures
Local Addresses:
- 20 SE 3rd Avenue, 3rd Floor, Miami, FL 33131
- 1111 Park Centre Boulevard, Suite 104, Miami Gardens, FL 33169

Telephone Number: 1.800.783.3100
Email: catherine.ures@nanmckay.com

GOODS AND SERVICES

1. Training and Technical Assistance
2. Assistance with Action Plan Development
3. Financial Management and DRGR Support
4. Grants Management

Additionally, Nan McKay & Associates worked with IEM on a technical assistance contract with HUD to provide trainings to Public Housing Authorities in the State of Florida on Disaster Readiness, Response, and Recovery. Our teams collaborated seamlessly to deliver quality trainings throughout the State of Florida and to the satisfaction of the HUD client, who commented about being excited to hold more of these types of trainings throughout other regions in the country.

IEM and Nan McKay have served as a certified TA provider to HUD for a number of decades.

Non-debarment

Neither Nan McKay & Associates, nor its principals, have ever been debarred from providing any services to the Federal Government, any U.S. state, or any local government agency. A copy of their sam.gov report is provided on the following page.

State of Florida

Nan McKay & Associates is insured and authorized to conduct business within the State of Florida. A copy of their active Certificate of Status and our Certificate of Insurance is provided on the following page.

Capacity and Financial Viability

Nan McKay & Associates has the proven ability to successfully manage all tasks assigned by IEM. At present Nan McKay & Associates has a line of credit of $1,500,000, along with working capital of approximately $10,000,000. Nan McKay & Associates has the internal management, financial capacity, information technology, accounting, and systems resources necessary to effectively implement and manage the tasks assigned by IEM. A copy of their

financial statements are provided on the following pages. As a privately held, family-owned entity, their detailed financial statements are confidential. However, they regularly engage an independent CPA firm to perform an annual financial review. They have provided the cover letter issued by their CPA firm confirming the completion and results of this review. Should the client require additional financial information, they are prepared to securely provide such details directly to the client upon request, in a confidential manner consistent with their internal policies.

SAM.GOV®

NAN MCKAY & ASSOCIATES, INC.

Unique Entity ID	CAGE / NCAGE	Purpose of Registration
GL2HWFLNBT51	**3K1E4**	**All Awards**
Registration Status	Expiration Date	
Active Registration	**Oct 7, 2025**	
Physical Address	Mailing Address	
1810 Gillespie WAY Suite 202 **El Cajon, California 92020-0920** **United States**	**1810 Gillespie WAY STE 202** **El Cajon, California 92020-0920** **United States**	

Business Information

Doing Business as	Division Name	Division Number
(blank)	**(blank)**	**(blank)**
Congressional District	State / Country of Incorporation	URL
California 51	**California / United States**	**http://www.nanmckay.com**

Registration Dates

Activation Date	Submission Date	Initial Registration Date
Oct 9, 2024	**Oct 7, 2024**	**Oct 8, 2003**

Entity Dates

Entity Start Date	Fiscal Year End Close Date
Nov 1, 1980	**Dec 31**

Immediate Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Highest Level Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure	Entity Type	Organization Factors
Corporate Entity (Not Tax Exempt)	**Business or Organization**	**(blank)**
Profit Structure		
For Profit Organization		

Socio-Economic Types

Women-Owned Business

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments	Debt Subject To Offset
Yes	**No**

EFT Indicator	CAGE Code
0000	**3K1E4**

Points of Contact

Electronic Business

Sarah Waitt	**1810 Gillespie WAY** **Suite 202** **El Cajon, California 92020** **United States**
JOHN McKay	1810 Gillespie WAY Suite 202 El Cajon, California 92020 United States

Government Business

Catherine Ures	**1810 Gillespie WAY Suite 202** **El Cajon, California 92020** **United States**
John McKay	1810 Gillespie WAY Suite 202 El Cajon, California 92020 United States

Past Performance

Sarah Waitt	**1810 Gillespie WAY Suite 202** **El Cajon, California 92020** **United States**
JOHN McKay	1810 Gillespie WAY Suite 202 El Cajon, California 92020 United States

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	**541611**	**Administrative Management And General Management Consulting Services**
	541219	**Other Accounting Services**
	541618	**Other Management Consulting Services**
	541990	**All Other Professional, Scientific, And Technical Services**
	611430	**Professional And Management Development Training**
	925110	**Administration Of Housing Programs**

Disaster Response

Yes, this entity appears in the disaster response registry.

Bonding Levels	Dollars
(blank)	**(blank)**

States Counties Metropolitan Statistical Areas

State of Florida
Department of State

I certify from the records of this office that NAN MCKAY AND ASSOCIATES, INC. is a California corporation authorized to transact business in the State of Florida, qualified on July 6, 2004.

The document number of this corporation is F04000003788.

I further certify that said corporation has paid all fees due this office through December 31, 2025, that its most recent annual report/uniform business report was filed on February 25, 2025, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Fifteenth day of April, 2025

Secretary of State

Tracking Number: 3294172412CU

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/16/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Spectrum Risk Management 74 Discovery Irvine, CA 92618 www.spectrumrisk.com 0C77485	CONTACT NAME: Account Manager PHONE (A/C, No, Ext): 949-756-5730 FAX (A/C, No): 949-756-5740 E-MAIL ADDRESS: office@spectrumrisk.com
INSURED Nan Mckay and Associates, Inc. 1810 Gillespie Way #202 El Cajon CA 92020	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Continental Casualty Company — 20443 INSURER B : Travelers Casualty and Surety Co of Amer — 31194 INSURER C : The Hanover American Insurance Company — 36064 INSURER D : Republic-Vanguard Insurance Company — 40479 INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 81917721 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	✓ COMMERCIAL GENERAL LIABILITY			5094620901	9/25/2024	9/25/2025	EACH OCCURRENCE	$1,000,000
	☐ CLAIMS-MADE ✓ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
	✓ Deductible- $0						MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	✓ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			5094620901	9/25/2024	9/25/2025	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	✓ HIRED AUTOS ONLY ✓ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	✓ UMBRELLA LIAB ☐ OCCUR			5094621188	9/25/2024	9/25/2025	EACH OCCURRENCE	$5,000,000
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$5,000,000
	☐ DED ✓ RETENTION $10,000							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			Not insured through this Agency			PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N/A (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability			596375059	9/25/2024	9/25/2025	$5,000,000 Per claim/Agg. Retention $50K	
B	Privacy and Security, Media Liability			108049035	5/19/2024	5/19/2025	$5,000,000 Per claim/Agg.- Retention $25K	
C	Crime coverage- Client Property			BD3 1007035 12	5/4/2024	5/4/2025	$1,000,000 limit/ Retention $5K	
D	Employment Practices Liab-3rd party			DVA106257401	1/15/2024	1/15/2025	$1,000,000 Each claim- Retention $175K	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Insured's Copy

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Jim Waterhouse

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CERTIFICATE OF LIABILITY INSURANCE

9/25/2025

DATE (MM/DD/YYYY): 10/16/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Insurance Brokers,LLC CA License #0B99399 777 S. Figueroa Street, 52nd fl. Los Angeles CA 90017 213-689-0065	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED 1531598 Nan McKay and Associates, Inc. 1810 Gillespie Way, Ste. 202 El Cajon CA 92020	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : National Fire Insurance Co of Hartford — 20478 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 19991890 **REVISION NUMBER:** XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:			NOT APPLICABLE			EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX $
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $			NOT APPLICABLE			EACH OCCURRENCE AGGREGATE $	$ XXXXXXX $ XXXXXXX $ XXXXXXX
A A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N / N/A If yes, describe under DESCRIPTION OF OPERATIONS below		N	7040351998 (AOS) 7040351984 (CA)	9/25/2024 9/25/2024	9/25/2025 9/25/2025	X PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

19991890
Evidence of Insurance

CANCELLATION See Attachment

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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8.0 Required Forms

IEM is pleased to provide the forms listed below, starting on the following page. Per the Q&A responses, Anti-Human Trafficking Affidavit, Exhibit 1: Sample Timeline for Phases 1-3, and Exhibit 2: The Universal Notice are not required with the proposal submission and are for informational purposes only.

- Proposal Certification
- Cost Proposal
- Non-Collusion Statement
- Non-Discrimination Certification Form
- E-Verify Affirmation Statement
- Affidavit of Compliance
- Sample Insurance Certificate
- W-9 for Proposing Firm
- Active Status Page from Division of Corporations – Sunbiz.org
- Addendum 1
- Addendum 2

CITY OF FORT LAUDERDALE BID/PROPOSAL CERTIFICATION

Please Note: It is the sole responsibility of the bidder/proposer to ensure that their response is submitted electronically through the City's on-line strategic sourcing platform prior to the bid opening date and time listed. Paper bid submittals will not be accepted. All fields below must be completed. If the field does not apply to you, please note N/A in that field.

If you are a foreign corporation, you may be required to obtain a certificate of authority from the department of state, in accordance with Florida Statute §607.1501 (visit http://www.dos.state.fl.us/).

Company: (Legal Registration) IEM International, Inc. EIN (Optional): 72-1045884

Address: 5420 Wade Park Blvd Ste 140

City: Raleigh State: NC Zip: 27607-4188

Telephone No.: (919) 990-8191 FAX No.: (919) 237-7468 Email: contracts@iem.com

Delivery: Calendar days after receipt of Purchase Order **(section 1.02 of General Conditions)**: _____

Total Bid Discount **(section 1.05 of General Conditions)**: _____

Check box if your firm qualifies for DBE **(section 1.09 of General Conditions)**: ☐

ADDENDUM ACKNOWLEDGEMENT - Proposer acknowledges that the following addenda have been received and are included in the proposal:

Addendum No.	Date Issued	Addendum No.	Date Issued	Addendum No.	Date Issued	Addendum No.	Date Issued
1	4/10/2025						
2	4/15/2025						

VARIANCES: If you take exception or have variances to any term, condition, specification, scope of service, or requirement in this competitive solicitation you must specify such exception or variance in the space provided below or reference in the space provided below all variances contained on other pages within your response. Additional pages may be attached if necessary. No exceptions or variances will be deemed to be part of the response submitted unless such is listed and contained in the space provided below. The City does not, by virtue of submitting a variance, necessarily accept any variances. If no statement is contained in the below space, it is hereby implied that your response is in full compliance with this competitive solicitation. If you do not have variances, simply mark N/A.

N/A

The below signatory hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid/proposal. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal, I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this bid/proposal. The below signatory also hereby agrees, by virtue of submitting or attempting to submit a response, that in no event shall the City's liability for respondent's direct, indirect, incidental, consequential, special or exemplary damages, expenses, or lost profits arising out of this competitive solicitation process, including but not limited to public advertisement, bid conferences, site visits, evaluations, oral presentations, or award proceedings exceed the amount of Five Hundred Dollars ($500.00). This limitation shall not apply to claims arising under any provision of indemnification or the City's protest ordinance contained in this competitive solicitation.

Submitted by:

Keith Reynolds
Name (printed)

4/15/2025
Date

DocuSigned by:
Signature
964FDB606BAB47E...

Director, Contract Operations and Compliance
Title

City of Fort Lauderdale • Procurement Services Division
101 N.E. 3rd Ave., Suite 1650 • Fort Lauderdale, Florida 33301
954-828-5933 Fax 954-828-5576
purchase@fortlauderdale.gov

been remedied or resolved in a manner satisfactory to the City's Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by City.

CHANGED TO:

Consultant may submit invoices for compensation no more often than monthly, but only after the services for which the invoices are submitted have been completed. An original invoice plus one copy are due within fifteen (15) days of the end of the month except the final invoice which must be received no later than sixty (60) days after this Agreement expires. Invoices shall designate the nature of the services performed and/or the goods provided.

The payments will be made at intervals as described above upon successful completion of deliverables.

City shall pay Consultant within forty-five (45) days of receipt of Consultant's proper invoice, as provided in the Florida Local Government Prompt Payment Act

To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by the City's Contract Administrator. Payment may be withheld for failure of Consultant to comply with a term, condition, or requirement of this Agreement.

Notwithstanding any provision of this Agreement to the contrary, City may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the City's Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by City.

4. **Solicitation Document VI- Cost Proposal Page**

CHANGE FROM:

Proposer Name: _____

Proposer agrees to supply the products and services at the prices bid/proposed below in accordance with the terms, conditions and specifications contained in this RFP.

Docusign Envelope ID: 06FA4945-8919-4FED-AA17-0B8A5B3D0FE4

City of Fort Lauderdale • Procurement Services Division
101 N.E. 3rd Ave., Suite 1650 • Fort Lauderdale, Florida 33301
954-828-5933 Fax 954-828-5576
purchase@fortlauderdale.gov

~~Cost to the City: The Consultant shall provide, at a minimum, a fixed hourly all-inclusive rate for the position listed below and any other positions deemed necessary to effectively carry out the program. Consultants should not incur overtime charge unless prior written approval is obtained from the City~~.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Project Executive	2080	Rate Per Hour		
2	Project Accountant	2080	Rate Per Hour		
3	Project Grants Consultant	2080	Rate Per Hour		
4	Project /Program Manager	2080	Rate Per Hour		
5	Policy and Procedures / Consultant (Short-term)	2080	Rate Per Hour		
6	Administrative Support	2080	Rate Per Hour		
7	Technical Consultant	2080	Rate Per Hour		

Submitted by:

Name (printed) _____ Signature _____

Date _____ Title _____

CHANGED TO:

Proposer Name: IEM International, Inc.

Proposer agrees to supply the products and services at the prices bid/proposed below in accordance with the terms, conditions and specifications contained in this RFP.

Cost to the City: The Consultant shall provide, at a minimum, the maximum proposed all-inclusive rate for the positions listed below as deemed necessary to effectively carry out the program. Consultants should not incur overtime charge unless prior written approval is obtained from the City.

Docusign Envelope ID: 06FA4945-8919-4FED-AA17-0B8A5B3D0FE4

City of Fort Lauderdale • Procurement Services Division
101 N.E. 3rd Ave., Suite 1650 • Fort Lauderdale, Florida 33301
954-828-5933 Fax 954-828-5576
purchase@fortlauderdale.gov

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Project Executive	2080	Rate Per Hour	[redacted]	
2	Project Accountant	2080	Rate Per Hour		
3	Project Grants Consultant	2080	Rate Per Hour		
4	Project /Program Manager	2080	Rate Per Hour		
5	Policy and Procedures / Consultant (Short-term)	2080	Rate Per Hour		
6	Administrative Support	2080	Rate Per Hour		
7	Technical Consultant	2080	Rate Per Hour		

Submitted by:

Keith Reynolds
Name (printed)

DocuSigned by:
964FBB635BAD47E...
Signature

4/23/2025
Date

Director, Contract Operations and Compliance
Title

All other terms, conditions, and specifications remain unchanged.

Yesenia Pascual
Sr. Procurement Specialist

Company
IEM International, Inc.
(please print)

Name:
Keith Reynolds

Bidder's Signature: DocuSigned by:
964FBB635BAD47E...

Date: 4/23/2025

NON-COLLUSION STATEMENT

By signing this offer, the vendor/contractor certifies that this offer is made independently and *free* from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

> 3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g., ownership of five (5) percent or more).
>
> 3.4. Immediate family members (spouse, parents, and children) are also prohibited from contracting with the City subject to the same general rules.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

NAME	RELATIONSHIPS
N/A	N/A

In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.

DocuSigned by:
964FBB635BAD47E...
Authorized Signature

Keith Reynolds
Name (Printed)

Director, Contract Operations and Compliance
Title

4/15/2025
Date

Rev 09-2022

CONTRACTOR'S CERTIFICATE OF COMPLIANCE WITH NON-DISCRIMINATION PROVISIONS OF THE CONTRACT

The completed and signed form should be returned with the Contractor's submittal. If not provided with submittal, the Contractor must submit within three business days of City's request. Contractor may be deemed non-responsive for failure to fully comply within stated timeframes.

Pursuant to City Ordinance Sec. 2-17(a)(i)(ii), bidders must certify compliance with the Non-Discrimination provision of the ordinance.

A. Contractors doing business with the City shall not discriminate against their employees based on the employee's race, color, religion, gender (including identity or expression), marital status, sexual orientation, national origin, age, disability, or any other protected classification as defined by applicable law.

Contracts. Every Contract exceeding $100,000, or otherwise exempt from this section shall contain language that obligates the Contractor to comply with the applicable provisions of this section.

The Contract shall include provisions for the following:

(i) The Contractor certifies and represents that it will comply with this section during the entire term of the contract.

(ii) The failure of the Contractor to comply with this section shall be deemed to be a material breach of the contract, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.

DocuSigned by:
964FBB635BAD47E...
Authorized Signature

Keith Reynolds, Director, Contract Operations and Compliance
Print Name and Title

4/15/2025
Date

Docusign Envelope ID: 20684FC1-7201-4197-95A4-213BCE7E84AB

E-VERIFY AFFIRMATION STATEMENT

Solicitation/Bid /Contract No: 455

Project Description:

Community Development Block Grant Disaster Recovery (CDBG-DR)

Contractor/Proposer/Bidder acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of,

A. all persons employed by Contractor/Proposer/Bidder to perform employment duties within Florida during the term of the Contract, and,

B. all persons (including subcontractors/vendors) assigned by Contractor/Proposer/Bidder to perform work pursuant to the Contract.

The Contractor/Proposer/Bidder acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the Contract is a condition of the Contract.

Contractor/Proposer/ Bidder Company Name: IEM International, Inc.

Authorized Company Person's Signature: DocuSigned by: 064FBB635BAD47E...

Authorized Company Person's Title: Keith Reynolds, Director, Contract Operations and Compliance

Date: 4/15/2025

AFFIDAVIT OF COMPLIANCE WITH FOREIGN ENTITY LAWS
(Florida Statute- §287.138, 692.201, 692.202, 692.203, and 692.204)

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

1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source:§ 287.138(2)(a), Florida Statutes)

2. The government of a foreign country of concern does not have a controlling interest in Entity. (Source:§ 287.138(2)(b), Florida Statutes)

3. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes)

4. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source:§ 288.007(2), Florida Statutes)

5. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes)

6. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(I), Florida Statutes)

7. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

8. ***(Only applicable if purchasing real property)*** Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source:§§ 692.203(6)(a), 692.204(6)(a), Florida Statutes)

9. The undersigned is authorized to execute this affidavit on behalf of Entity.

Name: Keith Reynolds Title: Director, Contract Operations and Compliance Entity: IEM International, Inc.

Signature: _____ Date: 4/15/2025

NOTARY PUBLIC ACKNOWEDGEMENT SECTION

STATE OF Louisiana
COUTY OF East Baton Rouge Parish

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this 15 day of April 20 25, by Keith Reynolds, as Director, Contract Operations and C for IEM International, Inc., who is ☐ personally known to me or who has produced N/A as identification.

Notary Public Signature: _____ (Notary Seal)

Print Name: Brad Tiffee My commission expires: at death

Bradley Layne Tiffee
East Baton Rouge Parish, Louisiana
Notary Public
Commission No. 131454
My Commission Expires at Death

INNOEME-01 LHAMLET

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/31/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Alera Group 4325 Lake Boone Trail, Suite 200 Raleigh, NC 27607	CONTACT NAME: Lori F. Hamlet PHONE (A/C, No, Ext): (919) 469-2473 FAX (A/C, No): (919) 467-4987 E-MAIL ADDRESS: lhamlet@trisure.com
INSURED Innovative Emergency Management, Inc IEM International, Inc. 2801 Slater Rd, Ste 200 Morrisville, NC 27560	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Charter Oak Fire Insurance Company (The) — 25615 INSURER B : Travelers Property Casualty Company of America — 25674 INSURER C : Travelers Casualty and Surety Company of America — 31194 INSURER D : Landmark American Insurance — 33138 INSURER E : Axis Insurance Company — 37273 INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY X PRO-JECT X LOC OTHER:			630 3R329314	10/1/2023	10/1/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG EMPLOYEE BENEFI	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 3,000,000
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			BA 3R329191	10/1/2023	10/1/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			CUP 3R389058	10/1/2023	10/1/2024	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N / N/A If yes, describe under DESCRIPTION OF OPERATIONS below			UB 3R328606	10/1/2023	10/1/2024	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
D	Professional/Cyber			LCY852284	10/1/2023	10/1/2024	Limit	5,000,000
E	Excess Prof/Cyber			P00100124587301	10/1/2023	10/1/2024	Limit	5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Operations of the Named Insured.

CERTIFICATE HOLDER

Insured's Copy
2801 Slater Rd, Ste 200
Morrisville, NC 27560-8477

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Lori F. Hamlet

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Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

IEM International, Inc.

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☑ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

5420 Wade Park Blvd, Suite 140

Requester's name and address (optional)

6 City, state, and ZIP code

Raleigh, NC 27607

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

7	2	–	1	0	4	5	8	8	4

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** | Keith Reynolds | Manager, Contract Administration | **Date** 1/23/2025

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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



Detail by Entity Name

Foreign Profit Corporation
IEM INTERNATIONAL, INC.

Filing Information

Document Number	F14000004924
FEI/EIN Number	72-1045884
Date Filed	11/18/2014
State	DE
Status	ACTIVE
Last Event	NAME CHANGE AMENDMENT
Event Date Filed	02/15/2024
Event Effective Date	NONE

Principal Address

5420 WADE PARK BLVD
STE 140
RALEIGH, NC 27607-4188

Changed: 03/04/2025

Mailing Address

P.O. BOX 110265
DURHAM, NC 27709-5265

Changed: 03/04/2016

Registered Agent Name & Address

INCORP SERVICES, INC.
3458 LAKESHORE DRIVE
TALLAHASSEE, FL 32312

Name Changed: 02/25/2016

Address Changed: 03/17/2023

Officer/Director Detail

Name & Address

Title Director

BERIWAL, MADHU
5420 WADE PARK BLVD
STE 140
RALEIGH, NC 27607-4188

Title Treasurer, CFO

SCHLEGEL, JOHN M
5420 WADE PARK BLVD
STE 140
RALEIGH, NC 27607-4188

Title Secretary, COO

TIFFEE, BRADLEY L
5420 WADE PARK BLVD
STE 140
RALEIGH, NC 27607-4188

Title President, CEO

KOON, BRYAN W
5420 WADE PARK BLVD
STE 140
RALEIGH, NC 27607-4188

Annual Reports

Report Year	Filed Date
2024	03/04/2024
2025	01/04/2025
2025	03/04/2025

Document Images

03/04/2025 -- AMENDED ANNUAL REPORT	View image in PDF format
01/04/2025 -- ANNUAL REPORT	View image in PDF format
03/04/2024 -- ANNUAL REPORT	View image in PDF format
02/15/2024 -- Name Change	View image in PDF format
01/04/2023 -- ANNUAL REPORT	View image in PDF format
01/04/2022 -- ANNUAL REPORT	View image in PDF format
01/04/2021 -- ANNUAL REPORT	View image in PDF format
01/02/2020 -- ANNUAL REPORT	View image in PDF format
01/02/2019 -- ANNUAL REPORT	View image in PDF format
01/02/2018 -- ANNUAL REPORT	View image in PDF format
01/10/2017 -- ANNUAL REPORT	View image in PDF format
03/04/2016 -- ANNUAL REPORT	View image in PDF format
02/25/2016 -- Reg. Agent Change	View image in PDF format
03/30/2015 -- AMENDED ANNUAL REPORT	View image in PDF format
01/23/2015 -- ANNUAL REPORT	View image in PDF format

11/18/2014 -- Foreign Profit

View image in PDF format

Docusign Envelope ID: 20684FC1-7201-4197-95A4-213BCE7E84AB

City of Fort Lauderdale • Procurement Services Division
101 NE 3rd Ave., Suite 1650 • Fort Lauderdale, Florida 33301
954-828-5933 Fax 954-828-5576
purchase@fortlauderdale.gov

ADDENDUM NO. 1

RFP No. 455

TITLE: Community Development Block Grant Disaster Recovery (CDBG-DR)

ISSUED: April 10, 2025

This addendum is being issued to make the following change(s):

1. Bid Start Date: April 03, 2025
   Bid End Date: April 17, 2025, 2:00 PM EST
   ~~Q & A End Date: April 14, 2025, 5:00 PM EST~~
   Bid Contact: Yesenia Pascual Sr. Procurement Specialist
   954-828-5257
   ypascual@fortlauderdale.gov

Q & A Close date has been changed to **APRIL 15, 2025**, at 5:00 PM.

All other terms, conditions, and specifications remain unchanged.

Yesenia Pascual
Sr. Procurement Specialist

Company Name: IEM International, Inc.

Bidder's Signature: DocuSigned by: _____ (please print)
904FBB035BAD47E...

Date: 4/15/2025

Docusign Envelope ID: 8F29465D-AD53-4040-87E5-C980B59FE47E

City of Fort Lauderdale • Procurement Services Division
101 N.E. 3rd Ave., Suite 1650 • Fort Lauderdale, Florida 33301
954-828-5933 Fax 954-828-5576
purchase@fortlauderdale.gov

ADDENDUM NO. 2

RFP EVEN No. 455
TITLE: COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY (CDBG-DR)

ISSUED: APRIL 15, 2025

This addendum is being issued to make the following change(s):

1. **The opening date has been changed to April 24, 2025, at 02:00 PM.**

2. **FY 2025 City Commission Priorities document has been attached to this addendum.**

3. **Sample Agreement Section 6, Method of Billing and Payment**

   CHANGE FROM:

   Consultant may submit invoices for compensation no more often than monthly, but only after the services for which the invoices are submitted have been completed. An original invoice plus one copy are due within fifteen (15) days of the end of the month except the final invoice which must be received no later than sixty (60) days after this Agreement expires. Invoices shall designate the nature of the services performed and/or the goods provided.

   The payments will be made at intervals as described above upon successful completion of deliverables. ~~The Final payment will not be made until the consolidated plan has been submitted and approved by HUD~~

   City shall pay Consultant within forty-five (45) days of receipt of Consultant's proper invoice, as provided in the Florida Local Government Prompt Payment Act

   To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by the City's Contract Administrator. Payment may be withheld for failure of Consultant to comply with a term, condition, or requirement of this Agreement.

   Notwithstanding any provision of this Agreement to the contrary, City may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not

Docusign Envelope ID: 8F29465D-AD53-4040-87E5-C980B59FE47E

City of Fort Lauderdale • Procurement Services Division
101 N.E. 3rd Ave., Suite 1650 • Fort Lauderdale, Florida 33301
954-828-5933 Fax 954-828-5576
purchase@fortlauderdale.gov

been remedied or resolved in a manner satisfactory to the City's Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by City.

CHANGED TO:

Consultant may submit invoices for compensation no more often than monthly, but only after the services for which the invoices are submitted have been completed. An original invoice plus one copy are due within fifteen (15) days of the end of the month except the final invoice which must be received no later than sixty (60) days after this Agreement expires. Invoices shall designate the nature of the services performed and/or the goods provided.

The payments will be made at intervals as described above upon successful completion of deliverables.

City shall pay Consultant within forty-five (45) days of receipt of Consultant's proper invoice, as provided in the Florida Local Government Prompt Payment Act

To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by the City's Contract Administrator. Payment may be withheld for failure of Consultant to comply with a term, condition, or requirement of this Agreement.

Notwithstanding any provision of this Agreement to the contrary, City may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the City's Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by City.

4. **Solicitation Document VI- Cost Proposal Page**

CHANGE FROM:

Proposer Name: _____

Proposer agrees to supply the products and services at the prices bid/proposed below in accordance with the terms, conditions and specifications contained in this RFP.

Docusign Envelope ID: 8F29465D-AD53-4040-87E5-C980B59FE47E

City of Fort Lauderdale • Procurement Services Division
101 N.E. 3rd Ave., Suite 1650 • Fort Lauderdale, Florida 33301
954-828-5933 Fax 954-828-5576
purchase@fortlauderdale.gov

~~Cost to the City: The Consultant shall provide, at a minimum, a fixed hourly all-inclusive rate for the position listed below and any other positions deemed necessary to effectively carry out the program. Consultants should not incur overtime charge unless prior written approval is obtained from the City~~.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Project Executive	2080	Rate Per Hour		
2	Project Accountant	2080	Rate Per Hour		
3	Project Grants Consultant	2080	Rate Per Hour		
4	Project /Program Manager	2080	Rate Per Hour		
5	Policy and Procedures / Consultant (Short-term)	2080	Rate Per Hour		
6	Administrative Support	2080	Rate Per Hour		
7	Technical Consultant	2080	Rate Per Hour		

Submitted by:

_____ _____
Name (printed) Signature

_____ _____
Date Title

CHANGED TO:

Proposer Name: _____

Proposer agrees to supply the products and services at the prices bid/proposed below in accordance with the terms, conditions and specifications contained in this RFP.

Cost to the City: The Consultant shall provide, at a minimum, the maximum proposed all-inclusive rate for the positions listed below as deemed necessary to effectively carry out the program. Consultants should not incur overtime charge unless prior written approval is obtained from the City.

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6	Administrative Support	2080	Rate Per Hour		
7	Technical Consultant	2080	Rate Per Hour		

Submitted by:

Name (printed) Signature

Date Title

All other terms, conditions, and specifications remain unchanged.

Yesenia Pascual
Sr. Procurement Specialist

Company Name:
IEM International, Inc.
(please print)

Bidder's Signature: DocuSigned by: 964FBB635BAD47E...

Keith Reynolds, Dir. of Contract Operations

Date: 04/18/2025

Docusign Envelope ID: 8F29465D-AD53-4040-87E5-C980B59FE47E

FY 2025 Adopted Commission Priorities

PRIORITY	FUNDED ITEMS (★ Newly funded initiatives)
PUBLIC SAFETY	★The Fire Rescue Department budget includes approximately $565,000 for the addition of five (5) positions which will add a third firefighter/paramedic to one Medical Rescue Unit beginning in April 2025.
	★The Police Department budget includes $100,000 to create a Recruitment and Retention Incentive Program which will provide financial incentives to employees and homeowner associations as well as a hiring bonus for new police officers who complete their probation period.
	★The Police Department budget includes approximately $175,000 to establish a School Zone Speed Enforcement Camera Program which will install automated speed detection systems in school zones for four schools.
	★A police focused public safety survey is funded in the amount of approximately $48,300 to better understand the perception and satisfaction with the City's police and public safety efforts.
	The CIP includes $81.9 million of unspent project balance for the Police Headquarters Replacement Project.
	The Police Department budget includes approximately $714,000 for the replacement of police equipment such as ballistic vests and license plate readers.
	The Police Department budget continues to fund the staffing of the Real Time Crime Center in the amount of approximately $407,000.
	The Police Department budget includes $344,000 for the continuation of the ShotSpotter Program.
	The Fleet Services budget includes $9.0 million for the replacement of 86 Public Safety vehicles, per the vehicle replacement schedule, including six Fire Rescue apparatuses.
	The Fire Rescue Department budget includes approximately $4.3 million for the replacement of equipment such as extrication equipment and bunker gear.
	The CIP includes $250,000 of unspent project balance for a temporary trailer to serve as the Ocean Rescue Headquarters.
	The CIP includes approximately $196,000 for the replacement of lifeguard towers as well as approximately $222,000 of unspent project balance.
HOMELESSNESS INITIATIVES	★The City Manager's Office budget includes $330,000 for Shelter Bed Access Program which would provide temporary shelter for neighbors experiencing homelessness for a period of up to 60 days.
	The Neighbor Support Division budget includes approximately $315,260 to continue the Housing Navigation Program in partnership with the Taskforce Fore Ending Homelessness.
	The Neighbor Support Division budget includes approximately $204,384 for the continuation of the Community Court Program which includes one (1) position and helps individuals receive services tailored to their needs, and link participants to restitution projects and onsite social services and treatment providers.
	The Police Department continues its efforts toward homeless support in the amount of approximately $1.1 million through the General Fund for the Homeless Outreach Unit and Reunification Travel Voucher Program.
	The Homeless Intervention Administrator position continues to be funded by the City Manager's Office in the amount of approximately $133,022.

FY 2025 Adopted City Commission Priorities, continued

PRIORITY	FUNDED ITEMS (★ Newly funded initiatives)
HOMELESSNESS INITIATIVES	The Fire Rescue Department Budget includes $310,281 to continue the Mobile Integrated Health Program – Homeless Action Team which connects high utilizers (911 callers with three or more logged calls annually) to public and private resources.
	Entitlement grant funding will continue to support homelessness initiatives and is managed by the Housing and Community Development Division: o Community Development Block Grant (CDBG) funding will provide approximately $226,000 to support local organizations' homelessness assistance and prevention programs. o HOME Investment Partnerships - American Rescue Plan funding will provide $2.1 million to be used in part to assist those experiencing homelessness and to prevent homelessness. o State Housing Initiative Partnership funding will provide $1.4 million to be used in part to assist to those experiencing homelessness and to prevent homelessness.
AFFORDABLE HOUSING AND ECONOMIC DEVELOPMENT	Entitlement grant funding will continue to support housing opportunity initiatives and is managed by the Housing and Community Development Division: o HOME Investment Partnerships funding will provide approximately $202,000 to be used in part to support affordable housing initiatives. o Housing Opportunities for Persons with AIDS (HOPWA) funding will provide $7.6 million to assist with facility-based housing, various rent programs, mortgage assistance, and utilities.
	The Community Redevelopment Agency budgets includes approximately $18.9 million to fund incentive programs to attract new businesses and encourage economic development. Another $70,000 is included to advertise and promote the incentive programs.
	The Public Affairs Division of the City Manager's Office is funded in the amount of approximately $1.4 million, which includes funding to attract new and support existing businesses including Qualified Target Industry (QTI) Tax Refunds and Economic Development Incentives.
	The Development Services Department budget includes $48,000 for 3D development mapping.
	The CIP includes $4.0 million in unspent balances for the replacement of City Hall.
TRANSPORTATION AND TRAFFIC	The CIP includes $3.5 million for the repair and maintenance of asphalt, roadways, and sidewalks, in addition to $870 thousand to expand sidewalk access within the City.
	★The Transportation and Mobility Department budget includes $45,000 to improve the safety at the intersection of Las Olas and SE 2nd Avenue with the implementation of signs and markings.
	★The Transportation and Mobility Department budget includes approximately $376,000 to provide for a security presence at the Performing Arts Center Parking Garage as well as to complete a structural assessment.
	The CIP includes $3.5 million for the repair and maintenance of asphalt, roadways, and sidewalks, in addition to $870 thousand to expand sidewalk access within the City.
	The CIP includes $6.0 million in unspent project balances to continue the implementation of the Las Olas Mobility Plan.
	The Transportation and Mobility Department budget includes $1.7 million in ongoing funding to enhance the City's Microtransit Program.
	The CIP includes approximately $92,828 of unspent project balance for traffic flow improvements as well as $80,000 for the Riverside Park Traffic Calming Project.
	Transportation and Mobility Department General Fund budget includes approximately $61,000 for Bluetooth sensors that collect traffic data for analysis.

FY 2025 Adopted City Commission Priorities, continued

PRIORITY	FUNDED ITEMS (★ Newly funded initiatives)
TRANSPORTATION AND TRAFFIC	The Transportation and Mobility Department General Fund budget includes $50,000 to continue the Speed Radar Program to collect traffic data for potential synchronization improvements.
	★The Transportation and Mobility Department budget includes funding to enhance parking enforcement, specifically in the Flagler Village area; this enhancement is expected to be cost neutral due to additional parking revenues.
INFRASTRUCTURE AND RESILIENCE	The CIP includes $41.2 million in cash funded Stormwater Fund capital projects.
	Approximately $158,000 is included in the Public Works Department budget for a senior project manager to manage the construction of the new Prospect Lake Water Treatment Plant.
	The CIP includes $51.1 million in unspent project balances for advanced metering infrastructure which will improve water billing accuracy, provide advanced tools for monitoring, and remotely turn off and on services. The Public Works Department budget includes approximately $1.0 million for the operation and maintenance of the new advanced water meter infrastructure.
	The CIP includes $484,100 in funding for the restoration and replacement of seawalls as well as $2.0 million of unspent project balance.
	The Public Works Department will address water quality through the following initiatives: o The Public Works Department Water & Sewer Fund budget includes $136,458 in funding for the Waterway Quality Monitoring Program. o The Public Works Department budget includes $398,000 for the Canal Cleaning Program.
	The Water/Sewer Revenue Bond was issued in FY 2018 in the amount of $200 million to fund priority projects; another $200.0 million was issued in FY 2024 for consent order and other priority water and sewer infrastructure projects. Many of these projects have a multi-year implementation cycle and are ongoing. The Community Investment Plan (CIP) includes over $36.9 million remaining to be appropriated from the bond funding.
	The CIP Water/Sewer Master Plan includes $30.0 million in new cash funded capital projects in addition to over $83.2 million in unspent project balances. The Central Region Wastewater budget includes $19.8 million in new cash funded capital projects prioritized based upon a renewal and replacement study in addition to over $65.0 million in unspent project balances.
	The CIP includes $157.3 million in unspent project balances for the enabling works needed to connect the City's existing water system to the new Prospect Lake Clean Water Center.
	Design work is underway to support the first tranche of Stormwater improvements in eight (8) neighborhoods, as part of the Fortify Lauderdale program, with the issuance of a Stormwater Bond to support construction planned for FY 2026.
	The CIP includes $3.8 million for a condition assessment of the City's Watershed Asset Management Plan (WAMP) as well as $3.8 million of unspent project balance. Additionally, the Public Works Department Stormwater Operations budget includes $1.3 million to support asset inventory improvements and implementation of the WAMP.
	★The Public Works Department budget includes approximately $168,000 for a Resilience Outreach Coordinator.
	★The Public Works Department budget includes approximately $678,000 for an additional six (6) positions who will manage the construction of new stormwater infrastructure.

FY 2025 Adopted City Commission Priorities, continued

PRIORITY	FUNDED ITEMS (★ Newly funded initiatives)
INFRASTRUCTURE AND RESILIENCE	★The Public Works Department budget includes $2.8 million to enhance maintenance of stormwater infrastructure following the addition of new stormwater assets.
	★The Public Works Department budget includes $3.0 million to develop an updated Comprehensive Water and Sewer Masterplan.
	★The City Manager's Office budget includes approximately $161,000 for the addition of a Chief Waterways Officer.
	The CIP includes $8.4 million for the repair and replacement of bridges as well as $2.8 million of unspent project balances.
PUBLIC SPACES AND COMMUNITY INITIATIVES	The Development Services Department budget includes approximately $267,000 for planning and administration of the Historic Preservation Program funded by the General Fund.
	★Nonprofit organization funding will continue to support the Fort Lauderdale Historic Society, Inc. in the amount of $85,000 which contributes to the City's historical life and serves as a resource within the Riverwalk Arts and Entertainment District. Additionally, $100,000 has been included for improvements to the building being used by the Fort Lauderdale Historic Society, Inc.
	The Development Services Department budget includes approximately $5.4 million for the enforcement of code concerns, including vacation rental regulations.
	Entitlement grant funding, in the amount of approximately $907,000, will be used in part to proliferate access to internet in low-income neighborhoods.
	★The City continues to fund a Chief Education Officer to improve education within the City in the amount of approximately $139,000. Additionally, $15,000 is being included for a Teachers of the Year commemoration.
	The CIP includes approximately $2.8 million in unspent project balances for the Galt Ocean Mile beautification project.
	The CIP includes $1.9 million for the repair and maintenance of City-owned facilities as well as $3.5 million of unspent project balances.
	The Parks and Recreation Department budget includes $23.5 million for the maintenance of parks and medians and Citywide tree services.

**Some of these projects have elements that are components of other programs and initiatives; as such, the funding identified above may extend to multiple Commission Priorities.*

24-0003

RESOLUTION OF THE BOARD OF DIRECTORS OF IEM INTERNATIONAL, INC.

JANUARY 16, 2024

Acting pursuant to the Delaware General Corporation Law ("DGCL") and the Articles of Incorporation and Bylaws of IEM International, Inc., a Delaware corporation engaged in business under the trade name of "IEM" (the "Corporation"), the Corporation's Board of Directors (the "Board") hereby adopts, affirms, approves, and ratifies the following recitals and resolutions:

WHEREAS, the Board has determined that for the Corporation's business operations to function properly and efficiently, it is necessary and prudent to delegate certain powers and control over the Corporation's affairs.

RESOLVED that Mr. Bradley L. Tiffee, in his capacity as Assistant Secretary and Chief Administrative Officer of the Corporation, be authorized, empowered, and directed in the name and on behalf of the Corporation to take or cause to be taken all further actions, and to make, execute, and deliver, or cause to be made, executed, and delivered, all such agreements, undertakings, documents, instruments, deeds, or certificates in the name and on behalf of the Corporation, and to prepare, execute, and file, or cause to be prepared, executed, and filed, with any federal, state, local, foreign, or other regulatory agencies any forms, reports, filings, applications, or other documents, and to incur and pay, or cause to be incurred and paid, such expenses, fees, and taxes as shall, in Mr. Tiffee's opinion, be deemed necessary, advisable, or appropriate, and the taking of any such action or the preparation, delivery, execution, or filing by Mr. Tiffee of any of the foregoing or the payment of any such expenditures shall conclusively establish authority therefor from and the approval of the Corporation to effectuate or carry out fully the purpose and intent of all of these resolutions.

RESOLVED that Mr. Tiffee be authorized, empowered, and directed in the name and on behalf of the Corporation to affix the seal of the Corporation.

RESOLVED that any actions heretofore taken by Mr. Tiffee in connection with the matters contemplated hereby are adopted, affirmed, approved, and ratified in all respects as the act and deed of the Corporation.

RESOLVED that Mr. Tiffee shall exercise these authorities with due diligence and in accordance with the Corporation's best interests, adhering to all applicable laws, regulations, and ethical standards.

RESOLVED that a copy of these resolutions shall be filed with the minutes of the Board's proceedings.

CERTIFICATE

I, Theodore G. Lemcke, the undersigned Secretary and the custodian of the books, records, and seal of the Corporation, hereby certify that the foregoing is a true, accurate, and complete record of the resolutions duly adopted by the Corporation's Board in accordance with the CGCL and the Corporation's Articles of Incorporation and Bylaws on the date aforesaid and that said resolutions are in full force and effect without amendment or rescission.

WITNESS my hand and seal of the Corporation this 16th day of January, A.D. 2024.

IEM INTERNATIONAL, INC. CORPORATE SEAL DELAWARE

Theodore G. Lemcke

24-0020

RESOLUTION OF THE BOARD OF DIRECTORS OF IEM INTERNATIONAL, INC.

JULY 12, 2024

Acting pursuant to the Delaware General Corporation Law ("DGCL") and the Articles of Incorporation and Bylaws of IEM International, Inc., a Delaware corporation engaged in business under the trade name of "IEM" (the "Corporation"), the Corporation's Board of Directors (the "Board") hereby adopts, affirms, approves, and ratifies the following recitals and resolutions:

WHEREAS, Theodore G. Lemcke has diligently and diligently served as the Corporation's Secretary since March 2015.

WHEREAS, Mr. Lemcke has elected to retire from the position of Secretary.

WHEREAS, the Board has conducted a thorough search to identify a suitable successor who can continue to uphold the integrity and responsibilities of this role.

RESOLVED that the Board expresses its profound gratitude to Mr. Lemcke for his outstanding service to the Corporation and wishes him well in all future endeavors.

RESOLVED that Bradley L. Tiffee be appointed as Secretary of the Corporation, effective at 1700 Eastern Daylight Time on July 12, 2024.

RESOLVED that Mr. Tiffee shall have all duties and responsibilities as prescribed by the Corporation's Bylaws, shall be granted all powers necessary to fulfill the role of Secretary as effectively as his predecessor, and shall serve at the pleasure of the Board.

RESOLVED that Mr. Tiffee shall report directly to the Chief Executive Officer and is responsible for maintaining corporate records, maintaining the Corporation's seal, creating meeting minutes, ensuring compliance with the law, and other matters for the Board and its committees.

RESOLVED that a copy of these resolutions shall be filed with the minutes of the Board's proceedings.

WITNESS my hand and seal of the Corporation this 12th day of July, A.D. 2024.

IEM INTERNATIONAL, INC. CORPORATE SEAL DELAWARE

Madhu Beriwal, Chair of the Board of Directors

CITY OF FORT LAUDERDALE

ANTI-HUMAN TRAFFICKING AFFIDAVIT

Rev Date: 02/04/2025

The undersigned, on behalf of IEM International, Inc.,
(Print entity's complete legal name as registered with suffix: INC, LLC, LTD, LP, PA, etc.)

a Delaware nongovernmental entity ("Nongovernmental Entity"), under penalty of perjury,
(State entity is registered)
hereby deposes and says:

1. My name is Bradley L. Tiffee.
   (Print complete name of corporate officer/authorized representative)
2. I am an x officer or ____ authorized representative (Select one) of the Nongovernmental Entity. My title is: Chief Administrative Officer.
   (Print title of corporate officer/authorized representative)
3. I attest that the Nongovernmental Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes (2024), as may be amended or revised.

Under penalties of perjury, I declare that I have read the foregoing Anti-Human Trafficking Affidavit and that the facts stated in it are true.

Signature of Officer or Representative: _____

Office Address: 5420 Wade Park Blvd., Ste 140, Raleigh, NC 27607

Email Address: contracts@iem.com

Main Phone Number: 919-990-8191 FEIN No.: 72-1045884

STATE OF Louisiana
COUNTY OF East Baton Rouge Parish

Sworn to and subscribed before me by means of ☑ physical presence or ☐ online notarization, this 3 day of July, 2025, by Bradley L. Tiffee.
(Print name of corporate officer/representative)

KEITH R. REYNOLDS NOTARY PUBLIC BAR ROLL #33330 STATE OF LOUISIANA

_____
(Signature of Notary Public – State of LA)

(NOTARY SEAL)

_____
Print, Type or Stamp Commissioned Name of Notary Public)

Personally Known ☑ OR Produced Identification ☐

Type of Identification Produced_____

WE BUILD COMMUNITY

AFFIDAVIT OF COMPLIANCE WITH FOREIGN ENTITY LAWS
(Florida Statute- §287.138, 692.201, 692.202, 692.203, and 692.204)

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

1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source:§ 287.138(2)(a), Florida Statutes)

2. The government of a foreign country of concern does not have a controlling interest in Entity. (Source:§ 287.138(2)(b), Florida Statutes)

3. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes)

4. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source:§ 288.007(2), Florida Statutes)

5. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes)

6. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(I), Florida Statutes)

7. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

8. ***(Only applicable if purchasing real property)*** Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source:§§ 692.203(6)(a), 692.204(6)(a), Florida Statutes)

9. The undersigned is authorized to execute this affidavit on behalf of Entity.

Name: Bradley L Tiffee Title: Chief Administrative Officer Entity: IEM International, Inc.

Signature: Date: 07/03/2025

NOTARY PUBLIC ACKNOWEDGEMENT SECTION

STATE OF Louisiana

COUTY OF East Baton Rouge Parish

The foregoing instrument was acknowledged before me, by means of ■ physical presence or ❑ online notarization, this 3 day of July 20 25 by Bradley L Tiffee, as Chief Administrative Officer for IEM International, Inc., who is personally known to me or who has produced _____ as identification.

Notary Public Signature: (Notary Seal)

Print Name: Keith Reynolds My commission expires: at death

KEITH R. REYNOLDS NOTARY PUBLIC BAR ROLL #33330 STATE OF LOUISIANA

INNOEME-01 BNYANG

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/3/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Alera Group 4131 Parklake Avenue, Suite 225 Raleigh, NC 27612	CONTACT NAME: Lori F. Hamlet PHONE (A/C, No, Ext): (919) 469-2473 FAX (A/C, No): (919) 467-4987 E-MAIL ADDRESS: lhamlet@trisure.com
INSURED IEM International, Inc. 2801 Slater Rd, Ste 200 Morrisville, NC 27560	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Phoenix Insurance Company (The) — 25623 INSURER B: Travelers Property Casualty Company of America — 25674 INSURER C: Landmark American Insurance — 33138 INSURER D: Hartford Fire Insurance Co. — 19682 INSURER E: — INSURER F: —

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [X] PRO-JECT [X] LOC OTHER:	X		630 3R329314	10/1/2024	10/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG EMPLOYEE BENEFI	$ $ $ $ $ $ $	1,000,000 1,000,000 10,000 1,000,000 2,000,000 2,000,000 3,000,000
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			BA 3R329191	10/1/2024	10/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $	1,000,000
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			CUP 3R389058	10/1/2024	10/1/2025	EACH OCCURRENCE AGGREGATE	$ $	10,000,000 10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	UB3R328606	10/1/2024	10/1/2025	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $	1,000,000 1,000,000 1,000,000
C	Professional/Cyber			LCY861481	10/1/2024	10/1/2025	Limit		5,000,000
D	3rd Party Crime			22TP047921124	10/1/2024	10/1/2025	Limit		1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: (RFP - 455 Community Development Block Grant Disaster Recovery (CDBG – DR) RFP IEM Project Number 60079.
City of Fort Lauderdale, a Florida municipality, its officials, employees, and volunteers are included as additional insured with respects to General Liability if required by written contract. A waiver of subrogation applies in favor of City of Fort Lauderdale, a Florida municipality, its officials, employees, and volunteers with respects to Workers Compensation if required by written contract. A 30 day notice of cancellation applies.

CERTIFICATE HOLDER

City of Fort Lauderdale
401 SE 21st Street
Fort Lauderdale, FL 33316

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Brandi Nyang

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TRAVELERS

POLICY NUMBER: H-630-3R329314-PHX-24
EFFECTIVE DATE: 10-01-24
ISSUE DATE: 10-15-24

LISTING OF FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS

THIS LISTING SHOWS THE NUMBER OF FORMS, SCHEDULES AND ENDORSEMENTS BY LINE OF BUSINESS.

IL TO 02 11 89	COMMON POLICY DECLARATIONS
IL TS 01 10 93	FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS
IL T3 18 05 11	COMMON POLICY CONDITIONS-DELUXE
IL TO 03 04 96	LOCATION SCHEDULE
IL TS 00	GENERAL PURPOSE ENDORSEMENT
IL TS 03	GENERAL PURPOSE ENDORSEMENT
IL T3 20 05 19	NOTICE - CANC, NONRENEWAL PROVIDED BY US

DELUXE PROPERTY

DX TO 00 11 12	DELUXE PROP COV PART DECLARATIONS
DX 00 03 07 94	DELUXE PROP COV PART SCHED-SPECIF LIMITS
DX TO 04 09 17	DELUXE PROP SUPP DEC **(VA)**
DX 00 04 11 12	TABLE OF CONTENTS - DELUXE PROP COV PART
DX T1 00 11 12	DELUXE PROPERTY COVERAGE FORM
DX T1 01 11 12	DELUXE BI (AND EE) COVERAGE FORM
DX T4 15 11 12	CRIME ADDITIONAL COVERAGE
DX T4 16 11 12	TECH INDUSTRY DD AND COL EXTENSION
DX T4 17 11 12	TECH INDUSTRY BI AND EE EXTENSIONS
DX T4 29 11 12	ROYALTIES
DX T4 59 02 11	UNINTENTIONAL E&O - FAILURE TO REPORT
DX T4 75 11 12	PUBLIC RELATIONS CRISIS MANAGEMENT
DX T3 01 11 12	CAUSES OF LOSS-EARTHQUAKE
DX T3 79 11 12	LOSS PAYABLE PROVISIONS
DX T4 02 01 21	FEDERAL TERRORISM RISK INSURANCE ACT DIS
DX TS 21 01 23	DIGITAL ASSETS EXCLUSIONS
DX 10 54 11 12	WINDSTORM OR HAIL EXCLUSION
DX 01 16 02 24	LOUISIANA CHANGES
DX 01 18 06 23	NORTH CAROLINA CHANGES
DX 01 60 10 15	VIRGINIA CHANGES
DX T3 98 01 23	ELECTRONIC VANDALISM LIMIT & OTHER CHANG

COMMERCIAL GENERAL LIABILITY

CG TO 01 11 03	COML GENERAL LIABILITY COV PART DEC
CG D4 68 02 19	TOTAL AGG LMT & DESIG PROJ/LOC AGG LMTS
CG TO 07 09 87	DECLARATIONS PREMIUM SCHEDULE
CG TO 08 11 03	KEY TO DECLARATIONS PREMIUM SCHEDULE
CG TO 34 02 19	TABLE OF CONTENTS - COM GEN LIAB COV
CG T1 00 02 19	COMMERCIAL GENERAL LIABILITY COV FORM
CG TS 00	GENERAL PURPOSE ENDORSEMENT
CG D4 37 09 21	AOCB-LIMTD PERS AND ADV INJ LIAB-TECH
CG 20 28 11 85	ADD'L INS-LESSOR OF LEASED EQUIPMENT
CG D2 03 12 97	AMEND-NON CUMULATION OF EACH OCC

COMMERCIAL GENERAL LIABILITY (CONTINUED)

CG D2 46 04 19	BLANKET AI-W/COMP OPS IF REQ BY CONTRACT
CG D2 47 04 19	SCHED AI W/COMP OPS IF REQ BY CONTRACT
CG D4 17 02 19	XTEND END FOR TECHNOLOGY
CG D4 21 07 08	AMEND CONTRAC LIAB EXCL-EXC TO NAMED INS
CG D6 18 10 11	EXCL-VIOLATION OF CONSUMER FIN PROT LAWS
CG D9 44 01 23	EXCL-VIOLATIONOFBIOMETRICINFOPRIVACYLAWS
CG D1 42 02 19	EXCLUSION-DISCRIMINATION
CG D2 04 12 17	EXCL-EXTERIOR INSULATION & FINISH SYSTEM
CG D2 40 09 15	EXCLUSION -SILICA OR SILICA-RELATED DUST

EMPLOYEE BENEFITS LIABILITY

CG TO 09 09 93	EMPLOYEE BENEFITS LIAB COV PART DEC
CG TO 43 01 16	EMPLOYEE BENEFITS LIAB TABLE OF CONTENTS
CG T1 01 01 16	EMPLOYEE BENEFITS LIABILITY COV FORM
CG D9 48 01 23	EXCL-VIOLATIONOFBIOMETRICINFOPRIVACYLAWS

INTERLINE ENDORSEMENTS

IL TO 63 07 22	ACTUAL CASH VALUE
IL T3 68 01 21	FED TERRORISM RISK INS ACT DISCLOSURE
IL T4 05 05 19	DESIG PERSON, ORG-NOTICE PROVIDED BY US
IL T4 12 03 15	AMNDT COMMON POLICY COND-PROHIBITED COVG
IL T4 14 01 21	CAP ON LOSSES FROM CERT ACTS OF TERRORIS
IL T4 27 06 19	ADDITIONAL BENEFITS
IL T4 40 10 20	PROTECTION OF PROPERTY
IL F1 41 09 19	ADDITIONAL BENEFITS- MARYLAND
IL F1 51 07 21	DEPRECIATION - LOUISIANA
IL 00 21 09 08	NUCLEAR ENERGY LIAB EXCL END-BROAD FORM
IL 00 22 05 87	EFF TIME CHANGES-REPLACEMENT OF 12 NOON
IL T2 69 09 07	NC CHANGES-CANCELLATION & NONRENEWAL
IL T9 06 09 87	EFFECTIVE TIME CHANGES

POLICYHOLDER NOTICES

PN T1 89 02 23	JURISDICTIONAL INSP & CONTACT INFO REQ
PN T1 01 10 19	IMPORTANT NOTICE - VIRGINIA
PN T9 13 01 13	IMP NOTICE TO VA POLICYHOLDERS - EQ
PN T9 39 12 12	IMP NOTICE NC POLICYHOLDERS WIND LOSS NC

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR TECHNOLOGY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE - This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A Non-Owned Watercraft - 75 Feet Long Or Less

B. Who Is An Insured - Unnamed Subsidiaries

C. Who Is An Insured - Employees - Supervisory Positions

D. Who Is An Insured - Newly Acquired Or Formed Limited Liability Companies

E. Who Is An Insured - Liability For Conduct Of Unnamed Partnerships Or Joint Ventures

F. Blanket Additional Insured - Persons Or Organizations For Your Ongoing Operations As Required By Written Contract Or Agreement

G. Blanket Additional Insured - Broad Form Vendors

H. Blanket Additional Insured - Controlling Interest

I. Blanket Additional Insured - Mortgagees, Assignees, Successors Or Receivers

J. Blanket Additional Insured - Governmental Entities - Permits Or Authorizations Relating To Premises

K. Blanket Additional Insured - Governmental Entities - Permits Or Authorizations Relating To Operations

L. Medical Payments - Increased Limit

M. Blanket Waiver Of Subrogation

N. Contractual Liability - Railroads

0. Damage To Premises Rented To You

PROVISIONS

A NON-OWNED WATERCRAFT - 75 FEET LONG OR LESS

1. The following replaces Paragraph **(2)** of Exclusion **g., Aircraft, Auto Or Watercraft,** in Paragraph **2. of SECTION I COVERAGES - COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

   (2) A watercraft you do not own that is:

   (a) 75 feet long or less; and

   (b) Not being used to carry any person or property for a charge;

2. The following replaces Paragraph **2.e.** of **SECTION** II - **WHO IS AN INSURED:**

   e. Any person or organization that, with your express or implied consent, either uses or is responsible for the use of a watercraft that you do not own that is:

   (1) 75 feet long or less; and

   (2) Not being used to carry any person or property for a charge.

B. WHO IS AN INSURED UNNAMED SUBSIDIARIES

The following is added to **SECTION** II - **WHO IS AN INSURED:**

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and

b. Such subsidiary is not an insured under similar other insurance.

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No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

a. Before you maintained an ownership interest of more than 50% in such subsidiary; or

b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph **1.** of Section II - Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

a. A limited liability company;

b. An organization other than a partnership, joint venture or limited liability company; or

c. A trust;

as indicated in its name or the documents that govern its structure.

C. WHO IS AN INSURED - EMPLOYEES - SUPERVISORY POSITIONS

The following is added to Paragraph **2.a.(1)** of **SECTION** II - **WHO IS AN INSURED:**

Paragraphs **(1)(a)**, **(b)** and **(c)** above do not apply to "bodily injury" to a co-"employee" while in the course of the co-"employee's" employment by you arising out of work by any of your "employees" who hold a supervisory position.

D. WHO IS AN INSURED - NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES

The following replaces Paragraph **3. of SECTION** II - **WHO IS AN INSURED:**

3. Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

   a. Coverage under this provision is afforded only:

      (1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

      (2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it;

   b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

   c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

   For the purposes of Paragraph **1.** of Section II - Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:

   a. A limited liability company;

   b. An organization, other than a partnership, joint venture or limited liability company; or

   c. A trust;

   as indicated in its name or the documents that govern its structure.

E. WHO IS AN INSURED - LIABILITY FOR CONDUCT OF UNNAMED PARTNERSHIPS OR JOINT VENTURES

The following replaces the last paragraph of **SECTION** II - **WHO IS AN INSURED:**

No person or organization is an insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership or joint venture that otherwise qualifies as an insured under Section II - Who Is An Insured.

F. BLANKET ADDITIONAL INSURED - PERSONS OR ORGANIZATIONS FOR YOUR ONGOING OPERATIONS AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to **SECTION** II - **WHO IS AN INSURED:**

Any person or organization that is not otherwise an insured under this Coverage Part and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

a. Occurs subsequent to the signing of that contract or agreement; and

b. Is caused, in whole or in part, by your acts or omissions in the performance of your ongoing operations to which that contract or

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agreement applies or the acts or omissions of any person or organization performing such operations on your behalf.

The limits of insurance provided to such insured will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

G. BLANKET ADDITIONAL INSURED - BROAD FORM VENDORS

The following is added to **SECTION II - WHO IS AN INSURED:**

Any person or organization that is a vendor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

a. Occurs subsequent to the signing of that contract or agreement; and

b. Arises out of "your products" that are distributed or sold in the regular course of such vendor's business.

The insurance provided to such vendor is subject to the following provisions:

a. The limits of insurance provided to such vendor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

b. The insurance provided to such vendor does not apply to:

(1) Any express warranty not authorized by you or any distribution or sale for a purpose not authorized by you;

(2) Any change in "your products" made by such vendor;

(3) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(4) Any failure to make such inspections, adjustments, tests or servicing as vendors agree to perform or normally undertake to perform in the regular course of business, in connection with the distribution or sale of "your products";

(5) Demonstration, installation, servicing or repair operations, except such operations performed at such vendor's premises in connection with the sale of "your products"; or

(6) "Your products" that, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or on behalf of such vendor.

Coverage under this provision does not apply to:

a. Any person or organization from whom you have acquired "your products", or any ingredient, part or container entering into, accompanying or containing such products; or

b. Any vendor for which coverage as an additional insured specifically is scheduled by endorsement.

H. BLANKET ADDITIONAL INSURED CONTROLLING INTEREST

1. The following is added to **SECTION II -WHO IS AN INSURED:**

Any person or organization that has financial control of you is an insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that arises out of:

a. Such financial control; or

b. Such person's or organization's ownership, maintenance or use of premises leased to or occupied by you.

The insurance provided to such person or organization does not apply to structural alterations, new construction or demolition operatic ns performed by or on behalf of such person or organization.

2. The following is added to Paragraph **4.** of **SECTION II - WHO IS AN INSURED:**

This paragraph does not apply to any premises owner, manager or lessor that has financial control of you.

I. BLANKET ADDITIONAL INSURED MORTGAGEES, ASSIGNEES, SUCCESSORS OR RECEIVERS

The following is added to **SECTION II - WHO IS AN INSURED:**

Any person or organization that is a mortgagee, assignee, successor or receiver and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to its

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liability as mortgagee, assignee, successor or receiver for "bodily injury", "property damage" or "personal and advertising injury" that:

a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and

b. Arises out of the ownership, maintenance or use of the premises for which that mortgagee, assignee, successor or receiver is required under that contract or agreement to be included as an additional insured on this Coverage Part.

The insurance provided to such mortgagee, assignee, successor or receiver is subject to the following provisions:

a. The limits of insurance provided to such mortgagee, assignee, successor or receiver will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

b. The insurance provided to such person or organization does not apply to:

(1) Any "bodily injury" or "property damage" that occurs, or any "personal and advertising injury" caused by an offense that is committed, after such contract or agreement is no longer in effect; or

(2) Any "bodily injury", "property damage" or "personal and advertising injury" arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such mortgagee, assignee, successor or receiver.

J. BLANKET ADDITIONAL INSURED GOVERNMENTAL ENTITIES - PERMITS OR AUTHORIZATIONS RELATING TO PREMISES

The following is added to **SECTION II - WHO IS AN INSURED:**

Any governmental entity that has issued a permit or authorization with respect to premises owned or occupied by, or rented or loaned to, you and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of any of the following for which that governmental entity has issued such permit or authorization: advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, elevators, street banners or decorations.

K. BLANKET ADDITIONAL INSURED GOVERNMENTAL ENTITIES - PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to **SECTION II - WHO IS AN INSURED:**

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or

b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

L. MEDICAL PAYMENTS- INCREASED LIMIT

The following replaces Paragraph **7.** of **SECTION III - LIMITS OF INSURANCE:**

7. Subject to Paragraph **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

a. $10,000; or

b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

M. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph **8., Transfer Of Rights Of Recovery Against Others To Us,** of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:**

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we

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waive our right of recovery against such person or organization, but only for payments we make because of:

a. "Bodily injury" or "property damage" that occurs; or

b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

N. CONTRACTUAL LIABILITY - RAILROADS

1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:

c. Any easement or license agreement;

2. Paragraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

O. DAMAGE TO PREMISES RENTED TO YOU

The following replaces the definition of "premises damage" in the **DEFINITIONS** Section:

"Premises damage" means "property damage" to:

a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or

b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

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BLANKET ADDITIONAL INSURED
(Includes Products-Completed Operations If Required By Contract)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

The following is added to **SECTION** II - **WHO IS AN INSURED:**

Any person or organization that you agree in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only:

a. With respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and

b. If, and only to the extent that, such injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies. Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section III - Limits Of Insurance.

b. The insurance provided to such additional insured does not apply to:

(1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

(a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and

(b) Supervisory, inspection, architectural or engineering activities.

(2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

c. The additional insured must comply with the following duties:

(1) Give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

(a) How, when and where the "occurrence" or offense took place;

(b) The names and addresses of any injured persons and witnesses; and

(c) The nature and location of any injury or damage arising out of the "occurrence" or offense.

(2) If a claim is made or "suit" is brought against the additional insured:

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(a) Immediately record the specifics of the claim or "suit" and the date received; and

(b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.

(3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.

(4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph **4.,** Other Insurance, of Section **IV** - Commercial General Liability Conditions.

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TABLE OF CONTENTS

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
CG T10002 19

SECTION I - COVERAGES — Beginning on Page

Coverage A-
Bodily Injury and Property Damage Liability — Insuring Agreement....1
Exclusions....2

Coverage B -
Personal and Advertising Injury Liability — Insuring Agreement....6
Exclusions....6

Coverage C -
Medical Payments — Insuring Agreement....9
Exclusions....9

Supplementary Payments....10

SECTION II - WHO IS AN INSURED....11

SECTION III - LIMITS OF INSURANCE....13

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS....13

Bankruptcy....13
Duties In The Event Of Occurrence, Offense, Claim Or Suit....13
Legal Action Against Us....14
Other Insurance....15
Premium Audit....16
Representations....16
Separation Of Insureds....16
Transfer Of Rights Of Recovery Against Others To Us....16
When We Do Not Renew....16

SECTION V- DEFINITIONS....16

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II - Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **V** - Definitions.

SECTION I - COVERAGES

COVERAGE A-BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section III - Limits Of Insurance; and

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A or B** or medical expenses under Coverage **C.**

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

b. This insurance applies to "bodily injury" and "property damage" only if:

(1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

(2) The "bodily injury" or "property damage" occurs during the policy period; and

(3) Prior to the policy period, no insured listed under Paragraph **1.** of Section II - Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph **1.** of Section II - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph **1.** of Section II - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

(1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

(2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or

(3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

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e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

(1) That the insured would have in the absence of the contract or agreement; or

(2) Assumed in a contract or agreement that is an "insured contract", provided that the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured will be deemed to be damages because of "bodily injury" or "property damage", provided that:

(a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and

(b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

(1) Causing or contributing to the intoxication of any person;

(2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

(3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

(1) An "employee" of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business; or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph **(1)** above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

(1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that

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is used to heat, cool or dehumidify the building, or produced by or originating from equipment that is used to heat water for personal use by the building's occupants or their guests;

(ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) If such "pollutants" are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

(i) Any insured; or

(ii) Any person or organization for whom you may be legally responsible;

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

(i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

(ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or

(e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are or were at any time performing operations to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

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(b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;

(2) A watercraft you do not own that is:

(a) 50 feet long or less; and

(b) Not being used to carry any person or property for a charge;

(3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;

(5) "Bodily injury" or "property damage" arising out of:

(a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify as "mobile equipment" under the definition of "mobile equipment" if such land vehicle were not subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged; or

(b) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or

(6) An aircraft that is:

(a) Chartered with a pilot to any insured;

(b) Not owned by any insured; and

(c) Not being used to carry any person or property for a charge.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

(1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

(2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage" arising out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage To Property

"Property damage" to:

(1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

(3) Property loaned to you;

(4) Personal property in the care, custody or control of the insured;

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(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs **(1), (3)** and **(4)** of this exclusion do not apply to "premises damage". A separate limit of insurance applies to "premises damage" as described in Paragraph **6.** of Section III - Limits Of Insurance.

Paragraph **(2)** of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs **(3), (4), (5)** and **(6)** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph **(6)** of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

(1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

(2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

However, this exclusion does not apply to liability for damages because of "bodily injury".

q. Unsolicited Communication

"Bodily injury" or "property damage" arising out of any actual or alleged violation of any law that restricts or prohibits the sending, transmitting or distributing of "unsolicited communication".

r. Access Or Disclosure Of Confidential Or Personal Information

"Bodily injury" or "property damage" arising out of any access to or disclosure of any person's or organization's confidential or personal information.

s. Asbestos

(1) "Bodily injury" or "property damage" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of asbestos, asbestos fibers or products containing asbestos, provided that the "bodily injury" or "property damage" is caused or contributed to by the hazardous properties of asbestos.

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(2) "Bodily injury" or "property damage" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste, and that are part of any claim or "suit" which also alleges any "bodily injury" or "property damage" described in Paragraph (1) above.

(3) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, asbestos, asbestos fibers or products containing asbestos; or

(b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, asbestos, asbestos fibers or products containing asbestos.

t. **Employment-Related Practices**

"Bodily injury" to:

(1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or

(c) Employment-related practice, policy, act or omission, such as coercion, demotion, evaluation, reassignment, discipline, failure to promote or advance, harassment, humiliation, discrimination, libel, slander, violation of the person's right of privacy, malicious prosecution or false arrest, detention or imprisonment applied to or directed at that person, regardless of whether such practice, policy, act or omission occurs, is applied or is committed before, during or after the time of that person's employment; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraph (a), (b), or (c) above is directed.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the "bodily injury".

Exclusions c. through n. do not apply to "premises damage". A separate limit of insurance applies to "premises damage" as described in Paragraph 6. of Section III - Limits Of Insurance.

COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY

1. **Insuring Agreement**

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section III - Limits Of Insurance; and

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A or B** or medical expenses under Coverage **C.**

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. **Exclusions**

This insurance does not apply to:

a. **Knowing Violation Of Rights Of Another**

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

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This exclusion does not apply to "personal injury" caused by malicious prosecution.

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral or written publication, including publication by electronic means, of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Or Used Prior To Policy Period

(1) "Personal and advertising injury" arising out of oral or written publication, including publication by electronic means, of material whose first publication took place before the beginning of the policy period; or

(2) "Advertising injury" anslng out of infringement of copyright, "title" or "slogan" in your "advertisement" whose first infringement in your "advertisement" was committed before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages:

(1) That the insured would have in the absence of the contract or agreement; or

(2) Because of "personal injury" assumed by you in a contract or agreement that is an "insured contract", provided that the "personal injury" is caused by an offense committed subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed by you in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured will be deemed to be damages because of "personal injury", provided that:

(a) Liability to such party for, or for the cost of, that party's defense has also been assumed by you in the same "insured contract"; and

(b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

f. Breach Of Contract

"Advertising injury" arising out of a breach of contract.

g. Quality Or Performance Of Goods - Failure To Conform To Statements

"Advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

i. Intellectual Property

"Personal and advertising injury" arising out of any actual or alleged infringement or violation of any of the following rights or laws, or any other "personal and advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation:

(1) Copyright;

(2) Patent;

(3) Trade dress;

(4) Trade name;

(5) Trademark;

(6) Trade secret; or

(7) Other intellectual property rights or laws.

This exclusion does not apply to:

(1) "Advertising injury" arising out of any actual or alleged infringement or violation of another's copyright, "title" or "slogan" in your "advertisement"; or

(2) Any other "personal and advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation of another's copyright, "title" or "slogan" in your "advertisement".

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" caused by an offense committed by an insured whose business is:

(1) Advertising, "broadcasting" or publishing;

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(2) Designing or determining content of websites for others; or

(3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **a.(1), (2)** and **(3)** of the definition of "personal injury".

For the purposes of this exclusion:

(1) Creating and producing correspondence written in the conduct of your business, bulletins, financial or annual reports, or newsletters about your goods, products or services will not be considered the business of publishing; and

(2) The placing of frames, borders or links, or advertising, for you or others anywhere on the Internet will not, by itself, be considered the business of advertising, "broadcasting" or publishing.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts or owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-Related

Any loss, cost or expense arising out of any:

(1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(2) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. War

"Personal and advertising injury" arising out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. Unsolicited Communication

"Personal and advertising injury" arising out of any actual or alleged violation of any law that restricts or prohibits the sending, transmitting or distributing of "unsolicited communication".

q. Access Or Disclosure Of Confidential Or Personal Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information.

r. Asbestos

(1) "Personal and advertising injury" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of asbestos, asbestos fibers or products containing asbestos, provided that the "personal and advertising injury" is caused or contributed to by the hazardous properties of asbestos.

(2) "Personal and advertising injury" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste, and that are part of any claim or "suit" which also alleges any "personal and advertising injury" described in Paragraph (1) above.

(3) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or

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assess the effects of, asbestos, asbestos fibers or products containing asbestos; or

(b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, asbestos, asbestos fibers or products containing asbestos.

s. Employment-Related Practices

"Personal injury" to:

(1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or

(c) Employment-related practice, policy, act or omission, such as coercion, demotion, evaluation, reassignment, discipline, failure to promote or advance, harassment, humiliation, discrimination, libel, slander, violation of the person's right of privacy, malicious prosecution or false arrest, detention or imprisonment applied to or directed at that person, regardless of whether such practice, policy, act or omission occurs, is applied or is committed before, during or after the time of that person's employment; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "personal injury" to that person at whom any of the employment-related practices described in Paragraph **(a)**, **(b)**, or **(c)** above is directed.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the "personal injury".

COVERAGE C- MEDICAL PAYMENTS

1. Insuring Agreement

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

(1) On premises you own or rent;

(2) On ways next to premises you own or rent; or

(3) Because of your operations;

provided that:

(a) The accident takes place in the "coverage territory" and during the policy period;

(b) The expenses are incurred and reported to us within one year of the date of the accident; and

(c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

(1) First aid administered at the time of an accident;

(2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and

(3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage **A.**

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SUPPLEMENTARY PAYMENTS

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:
   a. All expenses we incur.
   b. Up to $2,500 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
   c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
   d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $500 a day because of time off from work.
   e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
   f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
   g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

   These payments will not reduce the limits of insurance.
2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
   a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
   b. This insurance applies to such liability assumed by the insured;
   c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
   d. The allegations in the "suit" and the information we know about the "occurrence" or offense are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
   e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
   f. The indemnitee:
      (1) Agrees in writing to:
         (a) Cooperate with us in the investigation, settlement or defense of the "suit";
         (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
         (c) Notify any other insurer whose coverage is available to the indemnitee; and
         (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
      (2) Provides us with written authorization to:
         (a) Obtain records and other information related to the "suit"; and
         (b) Conduct and control the defense of the indemnitee in such "suit".

   So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph **2.b.(2)** of Section I - Coverages - Coverage **A** - Bodily Injury And Property Damage Liability or Paragraph **2.e.** of Section I - Coverages - Coverage **B** - Personal And Advertising Injury Liability, such payments will not be deemed to be damages for "bodily injury", "property damage" or "personal injury", and will not reduce the limits of insurance.

   Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

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a. We have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses; or

b. The conditions set forth above, or the terms of the agreement described in Paragraph **f.** above, are no longer met.

SECTION II - WHO IS AN INSURED

1. If you are designated in the Declarations as:
   a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
   b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
   c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
   d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
   e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
2. Each of the following is also an insured:
   a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company). but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:
      (1) "Bodily injury" or "personal injury":
         (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
         (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph **(1)(a)** above;
         (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(1)(a) or (b)** above; or
         (d) Arising out of his or her providing or failing to provide professional health care services.

      Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a), (b), (c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

      (2) "Property damage" to property:
         (a) Owned, occupied or used by;
         (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

      you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
   b. Any person (other than your "employee" or "volunteer worker"), or any organization, while acting as your real estate manager.
   c. Any person or organization having proper temporary custody of your property if you die, but only:
      (1) With respect to liability arising out of the maintenance or use of that property; and
      (2) Until your legal representative has been appointed.

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d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

e. Any person or organization that, with your express or implied consent, either uses or is responsible for the use of a watercraft that you do not own that is:

(1) 50 feet long or less; and

(2) Not being used to carry any person or property for a charge.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph **1.** of Section II - Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:

a. An organization, other than a partnership, joint venture or limited liability company; or

b. A trust;

as indicated in its name or the documents that govern its structure.

4. Any person or organization that is a premises owner, manager or lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that:

a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and

b. Arises out of the ownership, maintenance or use of that part of any premises leased to you.

The insurance provided to such premises owner, manager or lessor is subject to the following provisions:

a. The limits of insurance provided to such premises owner, manager or lessor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

b. The insurance provided to such premises owner, manager or lessor does not apply to:

(1) Any "bodily injury" or "property damage" that occurs, or "personal and advertising injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, manager or lessor.

5. Any person or organization that is an equipment lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" that:

a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and

b. Is caused, in whole or in part, by your acts or omissions in the maintenance, operation or use of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor is subject to the following provisions:

a. The limits of insurance provided to such equipment lessor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

b. The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" that occurs, or "personal and advertising injury" caused by an offense that is committed, after the equipment lease expires.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint

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venture or limited liability company that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership, joint venture or limited liability company that otherwise qualifies as an insured under Section II - Who Is An Insured.

SECTION III-LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
   a. Insureds;
   b. Claims made or "suits" brought; or
   c. Persons or organizations making claims or bringing "suits".
2. The General Aggregate Limit is the most we will pay for the sum of:
   a. Medical expenses under Coverage **C;**
   b. Damages under Coverage **A,** except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
   c. Damages under Coverage **B.**
3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to Paragraph **2.** above, the Personal And Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal injury" and "advertising injury" sustained by any one person or organization.
5. Subject to Paragraph **2. or 3.** above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
   a. Damages under Coverage **A;** and
   b. Medical expenses under Coverage **C;**

   because of all "bodily injury" and "property damage" arising out of any one "occurrence".

   For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".
6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "premises damage" to any one premises. The Damage To Premises Rented To You Limit will be:
   a. The amount shown for the Damage To Premises Rented To You Limit in the Declarations of this Coverage Part; or
   b. $300,000 if no amount is shown for the Damage To Premises Rented To You Limit in the Declarations of this Coverage Part.
7. Subject to Paragraph **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS

1. **Bankruptcy**

   Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit**
   a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
      (1) How, when and where the "occurrence" or offense took place;
      (2) The names and addresses of any injured persons and witnesses; and
      (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
   b. If a claim is made or "suit" is brought against any insured, you must:
      (1) Immediately record the specifics of the claim or "suit" and the date received; and
      (2) Notify us as soon as practicable.

      You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
   c. You and any other involved insured must:
      (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

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(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. The following provisions apply to Paragraph **a.** above, but only for purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph **1. or 2.** of Section II - Who Is An Insured:

(1) Notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known to you (if you are an individual), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your "executive officers" or directors (if you are an organization other than a partnership, joint venture, or limited liability company), any of your trustees who is an individual (if you are a trust) or any "employee" authorized by you to give notice of an "occurrence" or offense.

(2) If you are a partnership, joint venture, limited liability company or trust, and none of your partners, joint venture members, managers or trustees are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:

(a) Any individual who is:

(i) A partner or member of any partnership or joint venture;

(ii) A manager of any limited liability company;

(iii) An executive officer or director of any other organization; or

(iv) A trustee of any trust;

that is your partner, joint venture member, manager or trustee; or

(b) Any employee authorized by such partnership, joint venture, limited liability company, trust or other organization to give notice of an "occurrence" or offense.

(3) Notice to us of such "occurrence" or offense will be deemed to be given as soon as practicable if it is given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us of the "occurrence" or offense as soon as practicable after any of the persons described in Paragraph **e.(1) or (2)** above discovers that the "occurrence" or offense may result in sums to which the insurance provided under this Coverage Part may apply.

However, if this policy includes an endorsement that provides limited coverage for "bodily injury" or "property damage" or pollution costs arising out of a discharge, release or escape of "pollutants" which contains a requirement that the discharge, release or escape of "pollutants" must be reported to us within a specific number of days after its abrupt commencement, this Paragraph **e.** does not affect that requirement.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured, and the claimant or the claimant's legal representative.

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4. Other Insurance

If valid and collectible other insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as described in Paragraphs **a.** and **b.** below.

As used anywhere in this Coverage Part, other insurance means insurance, or the funding of losses, that is provided by, through or on behalf of:

(i) Another insurance company;

(ii) Us or any of our affiliated insurance companies, except when the Non cumulation of Each Occurrence Limit provision of Paragraph **5.** of Section III - Limits Of Insurance or the Non cumulation of Personal and Advertising Injury Limit provision of Paragraph **4.** of Section III - Limits of Insurance applies because the Amendment - Non Cumulation Of Each Occurrence Limit Of Liability And Non Cumulation Of Personal And Advertising Injury Limit endorsement is included in this policy;

(iii) Any risk retention group; or

(iv) Any self-insurance method or program, in which case the insured will be deemed to be the provider of other insurance.

Other insurance does not include umbrella insurance, or excess insurance, that was bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

As used anywhere in this Coverage Part, other insurer means a provider of other insurance. As used in Paragraph **c.** below, insurer means a provider of insurance.

a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below, except when Paragraph **d.** below applies.

b. ExcessInsurance

(1) This insurance is excess over:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(ii) That is insurance for "premises damage";

(iii) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to any exclusion in this Coverage Part that applies to aircraft, "autos" or watercraft;

(iv) That is insurance available to a premises owner, manager or lessor that qualifies as an insured under Paragraph **4.** of Section II - Who Is An Insured, except when Paragraph **d.** below applies; or

(v) That is insurance available to an equipment lessor that qualifies as an insured under Paragraph **5.** of Section II - Who Is An Insured, except when Paragraph **d.** below applies.

(b) Any of the other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured, or is any other insured that does not qualify as a named insured, under such other insurance.

(2) When this insurance is excess, we will have no duty under Coverages **A or B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(b) The total of all deductible and self-insured amounts under all that other insurance.

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

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c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

d. Primary And Non-Contributory Insurance If Required By Written Contract

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

(1) The "bodily injury" or "property damage" for which coverage is sought occurs; and

(2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

5. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V - DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and

b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

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2. "Advertising injury":
   a. Means injury caused by one or more of the following offenses:
      (1) Oral or written publication, including publication by electronic means, of material in your "advertisement" that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged;
      (2) Oral or written publication, including publication by electronic means, of material in your "advertisement" that:
         (a) Appropriates a person's name, voice, photograph or likeness; or
         (b) Unreasonably places a person in a false light; or
      (3) Infringement of copyright, "title" or "slogan" in your "advertisement", provided that the claim is made or the "suit" is brought by a person or organization that claims ownership of such copyright, "title" or "slogan".
   b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph **a.** above.
3. "Auto" means:
   a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
   b. Any other land vehicle that is subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged.

   However, "auto" does not include "mobile equipment".
4. "Bodily injury" means:
   a. Physical harm, including sickness or disease, sustained by a person; or
   b. Mental anguish, injury or illness, or emotional distress, resulting at any time from such physical harm, sickness or disease.
5. "Broadcasting" means transmitting any audio or visual material for any purpose:
   a. By radio or television; or
   b. In, by or with any other electronic means of communication, such as the Internet, if that material is part of:
      (1) Radio or television programming being transmitted;
      (2) Other entertainment, educational, instructional, music or news programming being transmitted; or
      (3) Advertising transmitted with any of such programming.
6. "Coverage territory" means:
   a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
   b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph **a.** above; or
   c. All other parts of the world if the injury or damage arises out of:
      (1) Goods or products made or sold by you in the territory described in Paragraph **a.** above;
      (2) The activities of a person whose home is in the territory described in Paragraph **a.** above, but is away for a short time on your business; or
      (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication;

   provided the insured's responsibility to pay damages is determined in a "suit" on the merits in the territory described in Paragraph **a.** above, or in a settlement we agree to.
7. "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.

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10. "Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.

11. "Hostile fire" means a fire which becomes uncontrollable or breaks out from where it was intended to be.

12. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

    a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

    b. You have failed to fulfill the terms of a contract or agreement;

    if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

13. "Insured contract" means:

    a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for "premises damage" is not an "insured contract";

    b. A sidetrack agreement;

    c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;

    d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

    e. An elevator maintenance agreement;

    f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury", "property damage" or "personal injury" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

    Paragraph f. does not include that part of any contract or agreement:

    (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;

    (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

    (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

    (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

    (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph (2) above and supervisory, inspection, architectural or engineering activities.

14. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

15. "Loading or unloading" means the handling of property:

    a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";

    b. While it is in or on an aircraft, watercraft or "auto"; or

    c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

    but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

16. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

    a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

    b. Vehicles maintained for use solely on or next to premises you own or rent;

    c. Vehicles that travel on crawler treads;

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d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

(1) Power cranes, shovels, loaders, diggers or drills; or

(2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

e. Vehicles not described in Paragraph **a., b., c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

(2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in Paragraph **a., b., c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicle that is subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged. Such land vehicles are considered "autos".

17. "Occurrence" means:

a. An accident, including continuous or repeated exposure to substantially the same general harmful conditions; or

b. An act or omission committed in providing or failing to provide first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

18. "Personal and advertising injury" means "personal injury" or "advertising injury".

19. "Personal injury":

a. Means injury, other than "advertising injury". caused by one or more of the following offenses:

(1) False arrest, detention or imprisonment;

(2) Malicious prosecution;

(3) The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, provided that the wrongful eviction, wrongful entry or invasion of the right of private occupancy is committed by or on behalf of the owner, landlord or lessor of that room, dwelling or premises;

(4) Oral or written publication, including publication by electronic means, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged; or

(5) Oral or written publication, including publication by electronic means, of material that:

(a) Appropriates a person's name, voice, photograph or likeness; or

(b) Unreasonably places a person in a false light.

b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph **a.** above.

20. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

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21. "Premises damage" means:

a. With respect to the first paragraph of the exceptions in Exclusion **j.** of Section I - Coverage **A** - Bodily Injury And Property Damage Liability, "property damage" to any premises while rented to you for a period of seven or fewer consecutive days, including the contents of such premises; or

b. With respect to the exception to Exclusions **c.** through **n.** in the last paragraph of Paragraph **2.** of Section I - Coverage **A** - Bodily Injury And Property Damage Liability, "property damage" to any premises while rented to you for a period of more than seven consecutive days, or while temporarily occupied by you with permission of the owner, caused by:

(1) Fire;

(2) Explosion;

(3) Lightning;

(4) Smoke resulting from fire, explosion or lightning; or

(5) Water.

But "premises damage" under this Paragraph **b.** does not include "property damage" to any premises caused by:

(1) Rupture, bursting, or operation of pressure relief devices;

(2) Rupture or bursting due to expansion or swelling of the contents of any building or structure caused by or resulting from water; or

(3) Explosion of steam boilers, steam pipes, steam engines or steam turbines.

22. "Products-completed operations hazard":

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

(a) When all of the work called for in your contract has been completed.

(b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.

(c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;

(2) The existence of tools, uninstalled equipment or abandoned or unused materials; or

(3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

23. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use will be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use will be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, "electronic data" is not tangible property.

24. "Slogan":

a. Means a phrase that others use for the purpose of attracting attention in their advertising.

b. Does not include a phrase used as, or in, the name of:

(1) Any person or organization, other than you; or

(2) Any business, or any of the premises, goods, products, services or work, of any person or organization, other than you.

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25. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

    a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

    b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

26. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

27. "Title" means a name of a literary or artistic work.

28. "Unsolicited communication" means any communication, in any form, that the recipient of such communication did not specifically request to receive.

29. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

30. "Your product":

    a. Means:

        (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

            (a) You;

            (b) Others trading under your name; or

            (c) A person or organization whose business or assets you have acquired; and

        (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

    b. Includes:

        (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

        (2) The providing of or failure to provide warnings or instructions.

    c. Does not include vending machines or other property rented to or located for the use of others but not sold.

31. "Your work":

    a. Means:

        (1) Work or operations performed by you or on your behalf; and

        (2) Materials, parts or equipment furnished in connection with such work or operations.

    b. Includes:

        (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and

        (2) The providing of or failure to provide warnings or instructions.

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POLICY NUMBER: BA-3R329191-24-I3-G
EFFECTIVE DATE: 10/01/2024
ISSUE DATE: 10/10/2024

LISTING OF FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS

THIS LISTING SHOWS THE NUMBER OF FORMS, SCHEDULES AND ENDORSEMENTS BY LINE OF BUSINESS

IL To 02 11 S9	COMMON POLICY DECLARATIONS
IL TS 01 01 01	FORMS ENDORSEMENTS AND SCHEDULE NUMBERS
IL To 01 01 07	COMMON POLICY CONDITIONS

COMMERCIAL AUTO

CA To 01 02 15	BA- COVERAGE PART DECS (ITEMS 1 & 2)
CA To 03 02 15	BUS AUTO COV PART DECLARATIONS-4&5
CA To 31 02 15	TABLE OF CONTENTS-BUSINESS AUTO COV FORM
CA 00 01 10 13	BUSINESS AUTO COVERAGE FORM
CA 01 26 10 13	NORTH CAROLINA CHANGES
CA 20 54 10 13	EMPLOYEE HIRED AUTOS
CA 99 33 10 13	EMPLOYEES AS INSUREDS
CA T4 59 02 15	AMENDMENT OF EMPLOYEE DEFINITION
CA T6 44 07 24	LONG TERM LEASED AUTOS COVERED AS OWNED AUTOS
CA T3 01 02 15	ADDL INSD COVD AUTO LIAB COVG-DESGN PERS
CA T3 40 02 15	BLANKET WAIVER OF SUBROGATION
CA T3 69 02 15	ADDITIONAL CONDITION - UNINTENTIONAL ERRORS OR OMISSIONS
CA T3 70 02 15	NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS
CA T4 37 02 16	BLANKET ADDITIONAL INSURED
CA TS 01 10 24	DESIGNATED ADDITIONAL INSURED - CONTRACT AGREEMENT - WITH NOTICE - CAT301
CA TS 02 10 24	DESIGNATED ADDITIONAL INSURED - CONTRACT AGREEMENT - WITH NOTICE - CAT301
CA TS 03 10 24	IL T4 05 DESIGNATED ENTITY - CANCEL

INTERLINE ENDORSEMENTS

IL T3 20 05 19	NOTICE OF CANCELLATION OR NONRENEWAL PROVIDED BY US
IL T4 05 05 19	DESIGNATED PERSON OR ORGANIZATION - NOTICE OF CANCELLATION PROVIDED BY US
IL T4 27 06 19	ADDITIONAL BENEFITS
IL TS 00 10 24	GENERAL PURPOSE ENDORSEMENT
IL T4 12 03 15	AMNDT COMMON POLICY COND-PROHIBITED COVG
IL 00 21 09 0S	NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD FORM)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

The following is added to Paragraph **c.** in **A.1., Who Is An Insured, of SECTION** II - **COVERED AUTOS LIABILITY COVERAGE** in the **BUSINESS AUTO COVERAGE FORM** and Paragraph **e. in A.1., Who Is An Insured, of SECTION** II - **COVERED AUTOS LIABILITY COVERAGE** in the **MOTOR CARRIER COVERAGE FORM,** whichever Coverage Form is part of your policy:

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

The following replaces Paragraph **A.5., Transfer of Rights Of Recovery Against Others To Us,** of the **CONDITIONS** Section:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

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TRAVELERS

ONE TOWER SQUARE
HARTFORD CT 06183

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 00 00 01 (A)

POLICY NUMBER: UB-3R328606-24-I3-G

LISTING OF ENDORSEMENTS
EXTENSION OF INFO PAGE

We agree that the following listed endorsements form a part of this policy on its effective date.

WC 00 00 01 A - 001	INFORMATION PAGE
WC 00 00 01 A - 001	INFORMATION PAGE 2
WC 00 00 01 A - 001	EXTENSION OF INFORMATION PAGE - SCHEDULE
WC 00 00 01 A - 001	ENDORSEMENT LISTING
WC 54 03 01 00 - 001	ALASKA LIMIT OF LIABILITY ENDT
WC 09 06 07 A - 001	FL WC INS GUARANTY ASSOC SURCH NOTIFIC
WC 24 04 06 D - 001	MISSOURI EMPLOYER PAID MEDICAL ENDT
WC 36 03 06 00 - 001	OREGON LIMITS OF LIABILITY
WC 36 06 02 OO - 001	OREGON CONFIDENTIALITY ENDORSEMENT
WC 36 06 04 00 - 001	OREGON AMENDATORY ENDORSEMENT
WC 99 06 U5 00 - 001	OHIO CANCELLATION AND NONRENEWAL ENDT
WC 00 03 03 C - 001	EMPLOYERS LIAB COVERAGE ENDT
WC 00 03 13 00 - 001	WAIVER OF OUR RIGHT TO RECOVER
WC 00 04 03 00 - 001	EXPERIENCE RATING MODIFICATION FACTOR
WC 00 04 04 00 - 001	PENDING RATE CHANGE ENDORSEMENT
WC 00 04 06 00 - 001	PREMIUM DISCOUNT ENDORSEMENT
WC 00 04 06 A - 001	PREMIUM DISCOUNT ENDORSEMENT
WC 00 04 14 00 - 001	NOTIFICATION OF CHANGE IN OWNERSHIP ENDT
WC 00 04 14 A - 001	NOTIFICATION OF CHG IN OWNR ENDT
WC 00 04 22 C - 001	TERRORISM RISK INS PROG REAUTH ACT ENDT
WC 00 04 24 O0 - 001	AUDIT NONCOMPLIANCE CHARGE ENDORSEMENT
WC 00 04 25 00 - 001	EXPER RATING MOD FACTOR REVISION ENDT
WC 04 03 01 B - 001	POLICY AMENDATORY ENDORSEMENT-CALIFORNIA
WC 09 04 03 C - 001	FL TRIPRA ENDORSEMENT
WC 32 03 01 D - 001	NORTH CAROLINA AMENDED COVERAGE ENDT
WC 35 03 03 00 - 001	OK EMP LIAB INTENTIONAL TORT EXCL ENDT
WC 99 03 76 A - 001	WAIVER OF OUR RIGHTS TO RECOVER-CA
WC 99 03 99 00 - 001	CA WORKERS' COMP NOTICE OF NON-RENEWAL
WC 99 03 A1 00 - 001	NOTICE OF CANCELATION
WC 99 03 C3 00 - 001	SPECIAL PROVISIONS ENDT
WC 99 03 D3 A - 001	OHIO EMPLOYERS LIAB COVERAGE ENDT
WC 99 03 D4 A - 001	PUERTO RICO EMPLOYERS LIAB COV ENDT
WC 99 03 F3 00 - 001	CA LIMITS OF LIABILITY ENDT

TRAVELERS

ONE TOWER SQUARE
HARTFORD CT 06183

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 00 00 01 (A)

POLICY NUMBER: UB-3R328606-24-I3-G

LISTING OF ENDORSEMENTS
EXTENSION OF INFO PAGE

We agree that the following listed endorsements form a part of this policy on its effective date.

WC 99 04 28 00 - 001	PREMIUM MANUALS AND DUE DATE ENDORSEMENT
WC 99 06 36 B - 001	CANCELLATION AMENDMENT - WASHINGTON
WC 99 06 F4 00 - 001	MANAGED CARE PROGRAM ENDORSEMENT
WC 99 06 K2 A - 001	WEST VIRGINIA EMPLOYERS LIABILITY ENDST
WC 99 06 R3 00 - 002	NOTICE OF CAN TO DESIGN PERSONS OR ORGAN
WC 99 06 R3 00 - 003	NOTICE OF CAN TO DESIGN PERSONS OR ORGAN
WC 99 06 R3 00 - 004	NOTICE OF CAN TO DESIGN PERSONS OR ORGAN
WC 99 06 R3 00 - 006	NOTICE OF CAN TO DESIGN PERSONS OR ORGAN
WC 99 06 R3 00 - 006	NOTICE OF CAN TO DESIGN PERSONS OR ORGAN
WC 99 06 R3 00 - 009	NOTICE OF CAN TO DESIGN PERSONS OR ORGAN
WC 99 06 R3 00 - 011	NOTICE OF CAN TO DESIGN PERSONS OR ORGAN
WC 99 06 R3 00 - 012	NOTICE OF CAN TO DESIGN PERSONS OR ORGAN
WC 99 06 R3 00 - 013	NOTICE OF CAN TO DESIGN PERSONS OR ORGAN
WC 99 06 R3 00 - 014	NOTICE OF CAN TO DESIGN PERSONS OR ORGAN
WC 99 06 R3 00 - 015	NOTICE OF CAN TO DESIGN PERSONS OR ORGAN
WC 99 06 R3 00 - 016	NOTICE OF CAN TO DESIGN PERSONS OR ORGAN
WC 00 04 21 E - 001	CATASTROPHE (O/T CERT ACTS OF TERR) ENDT
WC 00 04 21 F - 001	CATASTROPHE (O/T CERT ACTS OF TERR) ENDT
WC 99 04 08 00 - 001	PREMIUM DISCOUNT ENDORSEMENT
WC 99 04 10 00 - 001	PREMIUM ADJ. FROM EFFECTIVE DATE ENDT.
WC 99 01 19 C - 001	TRIPRA DISCLOSURE ENDORSEMENT
WC 00 03 02 00 - 001	DESIGNATED WORKPLACES EXCLUSION
WC 00 04 19 00 - 001	PREMIUM DUE DATE ENDORSEMENT
WC 09 04 09 00 - 001	FLORIDA PREMIUM DUE DATE ENDORSEMENT
WC 02 04 01 C - 001	AZ ALCOHOL & DRUG FREE WK PLACE PREM END
WC 02 06 01 C - 001	AZ CANCELLATION AND NONRENEWAL ENDT
WC 02 06 03 A - 001	AZ AMENDATORY ENDORSEMENT
WC 03 06 01 B - 001	AR AMENDATORY ENDT
WC 04 03 17 B - 001	EMPLOYEE INSD BY GENERL EMPLYER EXCLUDED
WC 04 03 45 A - 001	COMPREHENSIVE PERSONAL LIAB POL EXCL
WC 04 03 60 B - 001	EMPLOYERS' LIAB COV AMENDATORY ENDT-CA
WC 04 04 01 A - 001	RATING EFFECTIVE DATE ENDORSEMENT
WC 04 04 21 00 - 001	OPTIONAL PREMIUM INCREASE ENDORSEMENT - CALIFORNIA

TRAVELERS
ONE TOWER SQUARE
HARTFORD CT 06183

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 00 00 01 (A)

POLICY NUMBER: UB-3R328606-24-I3-G

LISTING OF ENDORSEMENTS
EXTENSION OF INFO PAGE

We agree that the following listed endorsements form a part of this policy on its effective date.

WC 04 04 22 00 - 001	CALIFORNIA SHORT-RATE CANCELATION ENDT
WC 04 06 01 B - 001	CA CANCELATION ENDT
WC 05 04 02 00 - 001	COLORADO CLASSIFICATION ENDORSEMENT
WC 06 03 01 00 - 001	CT APPLICATION OF WORKERS COMPENSATION
WC 06 03 03 C - 001	CONNECTICUT WC FUNDS ENDORSEMENT
WC 06 06 01 A - 001	CT NONRENEWAL AND RENEWAL ENDT
WC 07 04 08 00 - 001	DE MERIT RATING PLAN ENDORSEMENT
WC 07 06 01 00 - 001	DELAWARE NONRENEWAL ENDORSEMENT
WC 08 06 01 00 - 001	DISTRICT OF COLUMBIA CANCELATION ENDT.
WC 09 03 03 00 - 001	FL EMPLRS LIAB COVERAGE ENDT
WC 09 04 01 00 - 001	FLORIDA CONTRACTING PREM ADJUST END
WC 09 04 07 A - 001	FL NON-COOPERATION WITH PREM AUDIT ENDT
WC 09 06 06 00 - 001	FL EMPLOYMENT AND WAGE INFORMATION REL.
WC 10 06 01 C - 001	GA CANC NONRENEWAL AND CHANGE ENDT
WC 12 06 01 F - 001	IL AMENDATORY ENDT
WC 12 06 03 00 - 001	ILLINOIS RENEWAL ENDORSEMENT
WC 15 04 01 A - 001	KANSAS FINAL PREMIUM ENDORSEMENT
WC 15 06 01 A - 001	KANSAS CANCELATION AND NONRENEWAL ENDT.
WC 16 03 05 00 - 001	KY PART ONE WC INSURANCE ENDORSEMENT
WC 16 06 01 00 - 001	KY CANCELATION AND NONRENEWAL ENDT.
WC 16 06 02 00 - 001	KY NOTICE OF APPEAL RIGHTS ENDORSEMENT
WC 17 06 01 J - 001	LOUISIANA AMENDATORY ENDORSEMENT
WC 17 06 02 A - 001	LA COST CONTAINMENT ACT ENDORSEMENT
WC 18 06 01 00 - 001	MAINE INSPECTION IMMUNITY ENDORSEMENT
WC 18 06 03 A - 001	MAINE CANCELATION AND NONRENEWAL ENDT
WC 18 06 04 00 - 001	ME FINAL PREM AUDIT ENDT
WC 18 06 06 00 - 001	ME NOTICE OF FILING FIRST RPT OF INJURY
WC 18 06 07 A - 001	MAINE EMPLOYMENT REHABILITATION FUND END
WC 19 06 01 G - 001	MD CANCELLATION AND NONRENEWAL ENDT
WC 20 03 01 00 - 001	MA LIMITS OF LIABILITY ENDORSEMENT
WC 20 03 02 A - 001	MASSACHUSETTS - ASSESMENT CHARGE
WC 20 03 03 D - 001	MA NOTICE TO POLICYHOLDER ENDORSEMENT
WC 20 04 05 00 - 001	MASSACHUSETTS PREMIUM DUE DATE ENDT

TRAVELERS

ONE TOWER SQUARE
HARTFORD CT 06183

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 00 00 01 (A)

POLICY NUMBER: UB-3R328606-24-I3-G

LISTING OF ENDORSEMENTS
EXTENSION OF INFO PAGE

We agree that the following listed endorsements form a part of this policy on its effective date.

WC 20 06 01 A – 001	MA CANCELLATION ENDORSEMENT
WC 21 03 03 A – 001	MICHIGAN NOTICE TO POLICYHOLDERS
WC 21 03 04 00 – 001	MICHIGAN LAW ENDORSEMENT
WC 22 00 00 A – 001	MN AMENDATORY ENDT
WC 22 03 01 00 – 001	MN COMPLIANCE WITH APPLICABLE TRADE LAW
WC 22 06 01 D – 001	MINNESOTA CANC AND NON RENEWAL ENDT
WC 23 06 01 00 – 001	MS CANC NONRENEWAL AND RENEWAL ENDT
WC 24 03 02 00 – 001	MO NOTIFIC OF ADD MESOTHELIOMA BEN ENDT
WC 24 06 01 B – 001	MO CANCELATION AND NON-RENEWAL ENDT.
WC 24 06 02 B – 001	MO PROPERTY & CASUALTY GUARANTY ASSOC.
WC 24 06 04 C – 001	MISSOURI AMENDATORY ENDORSEMENT
WC 25 03 05 00 – 001	MT INTENTIONAL INJURY EXCLUSION
WC 25 06 01 B – 001	MONTANA AMENDATORY ENDORSEMENT
WC 25 06 02 00 – 001	MONTANA SAFETY ENDORSEMENT
WC 26 04 03 00 – 001	NE EXP RATING MOD FACTOR REV ENDT
WC 26 06 01 C – 001	NE CANCELATION ENDT
WC 27 06 01 C – 001	NV CANCELLATION AND NON RENEWAL ENDT
WC 29 03 06 B – 001	NJ PART TWO EMPLOYERS LIABILITY ENDT.
WC 29 04 10 00 – 001	NJ CONSTRUCTION CLASSIFICATION ENDT.
WC 30 03 01 00 – 001	NM SAFETY DEVICE COVERAGE ENDORSEMENT
WC 30 04 01 A – 001	NM WC PREM ADJ PROGRAM
WC 30 06 01 A – 001	NM CANCELLATION AND NONRENEWAL END
WC 31 03 08 00 – 001	NEW YORK LIMIT OF LIABILITY ENDORSEMENT
WC 31 03 19 N – 001	NY CONST CLASS PREM ADJUST PROG
WC 31 04 05 A – 001	NY SAFE PTNT HNDLG ACT PRGM ENDT FLAT CR
WC 31 06 18 A – 001	NEW YORK NOTICE OF RIGHT TO APPEAL
WC 35 06 01 F – 001	OK CAN, NONRENEWAL AND CHANGE ENDT
WC 35 06 03 00 – 001	OK FRAUD WARNING ENDT
WC 36 06 01 E – 001	OR CANCELLATION ENDORSEMENT
WC 37 04 05 00 – 001	PA MERIT RATING PLAN ENDT
WC 37 06 01 00 – 001	SPECIAL PA ENDT - INSPECTION OF MANUALS
WC 37 06 02 00 – 001	NOTICE INS CONSULTATION SERVICE EXEMPT.
WC 37 06 03 A – 001	PA ACT 86-1986 ENDORSEMENT

TRAVELERS
ONE TOWER SQUARE
HARTFORD CT 06183

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 00 00 01 (A)

POLICY NUMBER: UB-3R328606-24-I3-G

LISTING OF ENDORSEMENTS
EXTENSION OF INFO PAGE

We agree that the following listed endorsements form a part of this policy on its effective date.

WC 37 06 04 00 - 001	PA EMPLOYER ASSESSMENT ENDORSEMENT
WC 38 04 01 B - 001	RI SHORT RATE CANCELLATION ENDORSEMENT
WC 38 06 01 00 - 001	RHODE ISLAND DIRECT LIABILITY STATUTE
WC 38 06 02 00 - 001	RI SAFETY INSPECTION ENDT
WC 39 06 01 00 - 001	SC CANCELLATION AND NONRENEWAL ENDT
WC 42 03 01 L - 001	TEXAS AMENDATORY ENDORSEMENT
WC 42 03 04 B - 001	TX WAIVER OF OUR RIGHT TO RECOVER
WC 43 03 05 00 - 001	UTAH WAIVER OF SUBROGATION ENDORSEMENT
WC 43 06 01 00 - 001	UT WORKPLACE SAFETY PROG ENDT
WC 43 06 02 00 - 001	UTAH CANCELLATION ENDORSEMENT
WC 44 06 01 00 - 001	VERMONT LAW ENDORSEMENT
WC 44 06 02 C - 001	VT CANCELLATION AND NONRENEWAL ENDT
WC 45 06 02 00 - 001	VA AMENDATORY ENDT
WC 47 06 01 00 - 001	WEST VIRGINIA CANCELLATION ENDORSEMENT
WC 48 06 01 C - 001	WISCONSIN LAW ENDORSEMENT
WC 48 06 06 B - 001	WISCONSIN CANCELLATION AND NON RENEWAL
WC 52 06 02 15 - 001	HAWAII NOTIFICATION ENDORSEMENT
WC 54 06 01 A - 001	AK NOTICE OF INSTALLMENT OPTION ENDT
WC 54 06 02 00 - 001	ALASKA CANCELATION AND NONRENEWAL ENDT
WC 99 03 J9 00 - 001	KS WAIVER OF OUR RIGHT TO RECOVER
WC 99 06 46 00 - 001	ILLINOIS AMENDATORY ENDORSEMENT
WC 99 06 P5 00 - 001	WC AND EMPL LIAB INFO PAGE-OK AMEND ENDT
WC 99 06 S1 00 - 001	AK NOTICE OF CAN TO DESIGN PERSON OR ORG
WC 99 06 S1 00 - 002	AK NOTICE OF CAN TO DESIGN PERSON OR ORG
WC 99 06 S1 00 - 003	AK NOTICE OF CAN TO DESIGN PERSON OR ORG
WC 99 06 S1 00 - 004	AK NOTICE OF CAN TO DESIGN PERSON OR ORG
WC 99 06 S1 00 - 005	AK NOTICE OF CAN TO DESIGN PERSON OR ORG
WC 99 06 S1 00 - 005	AK NOTICE OF CAN TO DESIGN PERSON OR ORG
WC 99 06 S1 00 - 006	AK NOTICE OF CAN TO DESIGN PERSON OR ORG
WC 99 06 S1 00 - 006	AK NOTICE OF CAN TO DESIGN PERSON OR ORG
WC 99 06 S1 00 - 007	AK NOTICE OF CAN TO DESIGN PERSON OR ORG
WC 99 06 S1 00 - 007	AK NOTICE OF CAN TO DESIGN PERSON OR ORG
WC 99 06 S1 00 - 008	AK NOTICE OF CAN TO DESIGN PERSON OR ORG

TRAVELERS

ONE TOWER SQUARE
HARTFORD CT 06183

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 00 00 01 (A)

POLICY NUMBER: UB-3R328606-24-I3-G

LISTING OF ENDORSEMENTS
EXTENSION OF INFO PAGE

We agree that the following listed endorsements form a part of this policy on its effective date.

WC 99 06 S1 00 - 008	AK NOTICE OF CAN TO DESIGN PERSON OR ORG
WC 99 06 S1 00 - 009	AK NOTICE OF CAN TO DESIGN PERSON OR ORG
WC 99 06 S1 00 - 009	AK NOTICE OF CAN TO DESIGN PERSON OR ORG
WC 99 06 S1 00 - 010	AK NOTICE OF CAN TO DESIGN PERSON OR ORG
WC 99 06 S1 00 - 011	AK NOTICE OF CAN TO DESIGN PERSON OR ORG
WC 99 06 S1 00 - 012	AK NOTICE OF CAN TO DESIGN PERSON OR ORG
WC 99 06 S1 00 - 013	AK NOTICE OF CAN TO DESIGN PERSON OR ORG
WC 99 06 S1 00 - 014	AK NOTICE OF CAN TO DESIGN PERSON OR ORG
WC 99 06 S1 00 - 015	AK NOTICE OF CAN TO DESIGN PERSON OR ORG
WC 99 06 S1 00 - 016	AK NOTICE OF CAN TO DESIGN PERSON OR ORG
WC 99 06 T1 00 - 001	NY NOTICE CANCEL DESIGNATED GOV ENTITY
WC 99 06 T1 00 - 005	NY NOTICE CANCEL DESIGNATED GOV ENTITY
WC 99 06 T1 00 - 007	NY NOTICE CANCEL DESIGNATED GOV ENTITY
WC 99 06 T1 00 - 008	NY NOTICE CANCEL DESIGNATED GOV ENTITY
WC 99 06 T1 00 - 010	NY NOTICE CANCEL DESIGNATED GOV ENTITY
WC 17 03 03 00 - 001	LOUISIANA DUTY TO DEFEND
W24N1A14 - 001	IMPORTANT NOTICE SCHEDULE-RATING-MO

TRAVELERS

ONE TOWER SQUARE
HARTFORD CT 06183

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 00 03 13 (00) - 001

POLICY NUMBER: UB-3R328606

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER.

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

POLICY NUMBER: CUP-3R389058-24-I3
EFFECTIVE DATE: 10/01/2024
ISSUE DATE: 10/18/2024

LISTING OF FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS

THIS LISTING SHOWS THE NUMBER OF FORMS, SCHEDULES AND ENDORSEMENTS BY LINE OF BUSINESS

IL T8 01 01 01	FORMS ENDORSEMENTS AND SCHEDULE NUMBERS

UMBRELLA / EXCESS

EU 00 02 09 20	POLICY DECLARATIONS EXCESS FOLLOW-FORM AND UMBRELLA LIABILITY INSURANCE POLICY
EU 00 03 08 18	SCHEDULE OF UNDERLYING INSURANCE
EU 00 01 07 16	EXCESS FOLLOW-FORM AND UMBRELLA LIABILITY INSURANCE
EU 02 34 07 16	AMENDMENT OF COVERAGE - DEFINITIONS
EU 03 46 08 18	NON CUMULATION OF OCCURRENCE LIMIT
EU 01 44 07 16	COVERAGE FOR FINANCIAL INTEREST IN FOREIGN INSURED ORGANIZATIONS
EU 00 07 07 16	CAP LOSSES - CERT ACTS TERRORSM AND EXCL
EU 01 08 07 16	ADVERTISING INJURY EXCLUSION - COVERAGE B
EU 01 48 08 22	DAMAGE TO PROPERTY EXCLUSION - COVERAGE A
EU 01 88 08 18	FOREIGN LIABILITY EXCLUSION - COVERAGE B
EU 02 09 08 18	NUCLEAR ENERGY LIABILITY EXCLUSION (BROAD FORM) - COVERAGES A AND B
EU 03 00 11 16	PERSONAL INJURY EXCLUSION - COVERAGE B
EU 03 05 03 17	EXTERIOR INSULATION AND FINISH SYSTEM EXCLUSION - COVERAGE B
EU 03 26 08 18	COMPTR SOFTWRE E AND O, EDP EXCL - COV B
EU 03 31 08 18	DISCRIMINATION EXCLUSION - COVERAGE B
EU 03 63 08 18	SILICA OR SILICA-RELATED DUST EXCLUSION - COVERAGE B
EU 04 44 01 23	VIOLATION OF BIOMETRIC INFORMATION PRIVACY LAWS EXCLUSION - COVERAGE B
EU 00 60 07 16	NORTH CAROLINA CHANGES
EU 00 78 08 18	ARKANSAS CHANGES - DEFINITION OF POLLUTANTS
EU 00 79 08 18	INDIANA CHANGES - DEFINITION OF POLLUTANTS
EU 00 80 08 18	INDIANA CHANGES - WORKERS COMPENSATION EXCLUSION
EU 00 81 08 18	MISSOURI CHANGES - DEFINITION OF POLLUTANTS

INTERLINE ENDORSEMENTS

IL T3 68 01 21	FEDERAL TERRORISM RISK INSURANCE ACT DISCLOSURE
IL T4 05 05 19	DESIGNATED PERSON OR ORGANIZATION - NOTICE OF CANCELLATION PROVIDED BY US

POLICY HOLDER NOTICES

PN T4 71 04 20	IMPORTANT NOTICE - POLICYHOLDER INFORMATION - ARKANSAS

One Tower Square, Hartford, Connecticut 06183

POLICY DECLARATIONS
EXCESS FOLLOW-FORM AND UMBRELLA LIABILITY INSURANCE POLICY

POLICY NO.: CUP-3R389058-24-I3
ISSUE DATE: 10/18/2024

INSURING COMPANY: TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

1. NAMED INSURED AND MAILING ADDRESS: IEM INTERNATIONAL, INC.
2801 SLATER RD, STE 200
MORRISVILLE NC 27560-8477

2. POLICY PERIOD: From 10/01/2024 to 10/01/2025 12:01 A.M. Standard Time at your mailing address.

3. LIMITS OF INSURANCE:

COVERAGES		LIMITS OF LIABILITY
AGGREGATE LIMITS OF LIABILITY	$10,000,000	General Aggregate
	$10,000,000	Products-Completed Operations Aggregate
EXCESS FOLLOW-FORM AND UMBRELLA LIABILITY	$10,000,000	Occurrence Limit
CRISIS MANAGEMENT SERVICE EXPENSES	$50,000	all Crisis Management Events

4. SELF-INSURED RETENTION: $10,000 any one occurrence or event

5. PREMIUM: $ X Flat Charge Adjustable (See Premium Schedule)

6. TAXES AND SURCHARGES:

7. On the effective date shown in Item 2., the Excess Follow-Form And Umbrella Liability Insurance Policy numbered above includes this Declarations Page and any forms and endorsements shown on the Listing Of Forms, Endorsements And Schedule Numbers.

B. If the Schedule Of Underlying Insurance includes any coverage provided on a claims-made basis, then the following disclaimer applies.

COVERAGE WILL APPLY ON A CLAIMS-MADE BASIS WHEN FOLLOWING CLAIMS-MADE UNDERLYING INSURANCE.

9. If the Schedule Of Underlying Insurance includes any coverage which includes defense expenses within the limits of liability, then the following disclaimer applies:

DEFENSE EXPENSES ARE PAYABLE WITHIN, AND ARE NOT IN ADDITION TO, THE LIMITS OF INSURANCE WITH RESPECT TO SOME OR ALL OF THE COVERAGES PROVIDED.

NAME AND ADDRESS OF AGENT OR BROKER:

ALERA GROUP INC - HE682
4131 PARKLAKE AVE STE 225
RALEIGH NC 276122390

OFFICE: CHANTILLY

COUNTERSIGNED BY:

_____
Authorized Representative

DATE: _____

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SCHEDULE OF UNDERLYING INSURANCE

This endorsement modifies insurance provided under the following:

EXCESS FOLLOW-FORM AND UMBRELLA LIABILITY INSURANCE

Automobile Liability	Limits Of Liability	
Carrier TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA	Bodily Injury And Property Damage Combined Single Limit	$1,000,000
Policy Number BA-003R329191-24		
Policy Period		
From: 10/01/2024		
to: 10/01/2025		

Employers Liability	Limits Of Liability	
Carrier TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA	Bodily Injury By Accident Each Accident	$1,000,000*
Policy Number UB-003R328606-24	Bodily Injury By Disease Policy Limit	$1,000,000*
Policy Period		
From: 10/01/2024	Bodily Injury By Disease Each Employee	$1,000,000*
to: 10/01/2025		
*UNLIMITED IN THE STATE OF NEW YORK FOR SUBJECT EMPLOYEES		

Employee Benefits Liability	Limits Of Liability	
Carrier THE PHOENIX INSURANCE COMPANY	Each Employee	$1,000,000
	Aggregate	$3,000,000
Policy Number 630-3R329314-24		
Policy Period		
From: 10/01/2024		
to: 10/01/2025		

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SCHEDULE OF UNDERLYING INSURANCE

This endorsement modifies insurance provided under the following:
EXCESS FOLLOW-FORM AND UMBRELLA LIABILITY INSURANCE

Commercial General Liability	Limits Of Liability	
Carrier THE PHOENIX INSURANCE COMPANY	General Aggregate	$2,000,000
	Products-Completed Operations Aggregate	$2,000,000
Policy Number 630-3R329314-24		
Policy Period	Personal and Advertising Injury	$1,000,000
From: 10/01/2024		
to: 10/01/2025	Each Occurrence	$1,000,000

	Limits Of Liability
Carrier	
Policy Number	
Policy Period	
From:	
to:	

	Limits Of Liability
Carrier	
Policy Number	
Policy Period	
From:	
to:	

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EXCESS FOLLOW-FORM AND UMBRELLA LIABILITY INSURANCE

THIS POLICY, INPART, PROVIDES FOLLOW-FORM LIABILITY COVERAGE.

COVERAGE WILL APPLY ON A CLAIMS-MADE BASIS WHEN FOLLOWING CLAIMS-MADE UNDERLYING INSURANCE.

COVERAGE WILL APPLY ON A DEFENSE-WITHIN-LIMITS BASIS WHEN FOLLOWING UNDERLYING INSURANCE UNDER WHICH DEFENSE EXPENSES ARE PAYABLE WITHIN, AND NOT IN ADDITION TO, THE LIMITS OF INSURANCE. WHEN FOLLOWING SUCH UNDERLYING INSURANCE, PAYMENT OF DEFENSE EXPENSES UNDER THIS POLICY WILL REDUCE, AND MAY EXHAUST, THE LIMITS OF INSURANCE OF THIS POLICY.

PLEASE READ THE ENTIRE POLICY CAREFULLY.

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy, the words "you" and "your" refer to the Named Insured shown in the Declarations and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under SECTION II - WHO IS AN INSURED.

Other words and phrases that appear in quotation marks have special meaning. Refer to SECTION VI - DEFINITIONS.

SECTION I - COVERAGES

A. COVERAGE A - EXCESS FOLLOW-FORM LIABILITY

1. We will pay on behalf of the insured those sums, in excess of the "applicable underlying limit", that the insured becomes legally obligated to pay as damages to which Coverage A of this insurance applies, provided that the "underlying insurance" would apply to such damages but for the exhaustion of its applicable limits of insurance. If a sublimit is specified in any "underlying insurance", Coverage A of this insurance applies to damages that are in excess of that sublimit only if such sublimit is shown for that "underlying insurance" in the Schedule Of Underlying Insurance.
2. Coverage A of this insurance is subject to the same terms, conditions, agreements, exclusions and definitions as the "underlying insurance", except with respect to any provisions to the contrary contained in this insurance.
3. The amount we will pay for damages is limited as described in SECTION III - LIMITS OF INSURANCE.
4. For the purposes of Paragraph 1. above:
   a. The applicable limit of insurance stated for the policies of "underlying insurance" in the Schedule Of Underlying Insurance will be considered to be reduced or exhausted only by the following payments:
      (1) Payments of judgments or settlements for damages that are covered by that "underlying insurance". However, if such "underlying insurance" has a policy period which differs from the policy period of this Excess Follow-Form And Umbrella Liability Insurance, any such payments for damages that would not be covered by this Excess Follow-Form And Umbrella Liability

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Insurance because of its different policy period will not reduce or exhaust the applicable limit of insurance stated for such "underlying insurance";

(2) Payments of "medical expenses" that are covered by that "underlying insurance" and are incurred for "bodily injury" caused by an accident that takes place during the policy period of this Excess Follow-Form And Umbrella Liability Insurance; or

(3) Payments of defense expenses that are covered by that "underlying insurance", only if such "underlying insurance" includes such payments within the limits of insurance. However, if such "underlying insurance" has a policy period which differs from the policy period of this Excess Follow-Form And Umbrella Liability Insurance, any such payments for defense expenses that would not be covered by this Excess Follow-Form And Umbrella Liability Insurance because of its different policy period will not reduce or exhaust the applicable limit of insurance stated for such "underlying insurance".

If the applicable limit of insurance stated for the policies of "underlying insurance" in the Schedule Of Underlying Insurance is actually reduced or exhausted by other payments, Coverage A of this insurance is not invalidated. However, in the event of a loss, we will pay only to the extent that we would have paid had such limit not been actually reduced or exhausted by such other payments.

b. If any "underlying insurance" has a limit of insurance greater than the amount shown for that insurance in the Schedule of Underlying Insurance, this insurance will apply in excess of that greater amount. If any "underlying insurance" has a limit of insurance, prior to any reduction or exhaustion by payment of damages, "medical expenses" or defense expenses described in Paragraph a. above, that is less than the amount shown for that insurance in the Schedule Of Underlying Insurance, this insurance will apply in excess of the amount shown for such insurance in the Schedule Of Underlying Insurance.

5. When the "underlying insurance" applies on a claims-made basis and includes a retroactive date provision, the retroactive date for Coverage A of this insurance is the same as the retroactive date of that "underlying insurance".

B. COVERAGE B - UMBRELLA LIABILITY

1. We will pay on behalf of the insured those sums in excess of the "self-insured retention" that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage", "personal injury" or "advertising injury" to which Coverage B of this insurance applies.

2. Coverage B of this insurance applies to "bodily injury" or "property damage" only if:

   a. The "bodily injury" or "property damage" is caused by an "occurrence" that takes place anywhere in the world;

   b. The "bodily injury" or "property damage" occurs during the policy period; and

   c. Prior to the policy period, no insured listed under Paragraph 1. in Paragraph B., COVERAGE B - UMBRELLA LIABILITY, of SECTION II - WHO IS AN INSURED and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, in whole or in part, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

3. Coverage B of this insurance applies to "personal injury" or "advertising injury" caused by an offense arising out of your business, but only if the offense was committed during the policy period anywhere in the world.

4. The amount we will pay for damages is limited as described in SECTION III - LIMITS OF INSURANCE.

5. "Bodily injury" or "property damage":

   a. Which occurs during the policy period; and

   b. Which was not prior to, but was during, the policy period known to have occurred by any insured listed under Paragraph 1. in Paragraph B., COVERAGE B - UMBRELLA LIABILITY of SECTION II - WHO IS AN INSURED, or any "employee" authorized by you to give notice of an "occurrence" or claim;

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includes any continuation, change or resumption of the "bodily injury" or "property damage" after the end of the policy period.

6. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. in Paragraph B., COVERAGE B - UMBRELLA LIABILITY, of SECTION II - WHO IS AN INSURED or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:
   a. Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
   b. Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
   c. Becomes aware by any other means that the "bodily injury" or "property damage" has occurred or has begun to occur.
7. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".
8. Coverage B of this insurance does not apply to damages covered by any "underlying insurance" or that would have been covered by any "underlying insurance" but for the exhaustion of its applicable limit of insurance.

C. COVERAGE C - CRISIS MANAGEMENT SERVICE EXPENSES
1. We will reimburse the insured, or pay on the insured's behalf, "crisis management service expenses" to which Coverage C applies.
2. Coverage C of this insurance applies to "crisis management service expenses" that:
   a. Arise out of a "crisis management event" that first commences during the policy period;
   b. Are incurred by the insured, after a "crisis management event" first commences and before such event ends; and
   c. Are submitted to us within 180 days after the "crisis management advisor" advises you that the "crisis management event" no longer exists.
3. A "crisis management event" will be deemed to:
   a. First commence at the time when any "executive officer" first becomes aware of an "event" or "occurrence" that leads to that "crisis management event"; and
   b. End when we decide that the crisis no longer exists or when the Crisis Management Service Expenses Limit has been exhausted, whichever occurs first.
4. The amount we will pay for "crisis management service expenses" is limited as described in SECTION III - LIMITS OF INSURANCE.
5. A "self-insured retention" does not apply to "crisis management service expenses".
6. Any payment of "crisis management service expenses" that we make will not be determinative of our obligations under this insurance with respect to any claim or "suit" or create any duty to defend or indemnify any insured for any claim or "suit".

D. DEFENSE AND SUPPLEMENTARY PAYMENTS
1. We will have the right and duty to defend the insured:
   a. Under Coverage A, against a "suit" seeking damages to which such coverage applies, if:
      (1) The "applicable underlying limit" is the applicable limit of insurance stated for a policy of "underlying insurance" in the Schedule Of Underlying Insurance and such limit has been exhausted solely due to payments as permitted in Paragraphs 4.a.(1), (2) and (3) of COVERAGE A - EXCESS FOLLOW-FORM LIABILITY of SECTION I - COVERAGES; or
      (2) The "applicable underlying limit" is the applicable limit of any "other insurance" and such limit has been exhausted by payments of judgments, settlements or medical expenses, or related costs or expenses (if such costs or expenses reduce such limits).

      For any "suit" for which we have the right and duty to defend the insured under Coverage A, defense expenses will be within the limits of insurance of this policy when such expenses are within the limits of insurance of the applicable "underlying insurance"; or
   b. Under Coverage B, against a "suit" seeking damages to which such coverage applies.
2. We have no duty to defend any insured against any "suit":
   a. Seeking damages to which this insurance does not apply; or
   b. If any other insurer has a duty to defend.

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3. When we have the duty to defend, we may, at our discretion, investigate and settle any claim or "suit". In all other cases, we may, at our discretion, participate in the investigation, defense and settlement of any claim or "suit" for damages to which this insurance may apply. If we exercise such right to participate, all expenses we incur in doing so will not reduce the applicable limits of insurance.
4. Our duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements, or defense expenses if such expenses are within the limits of insurance of this policy.
5. We will pay, with respect to a claim we investigate or settle, or "suit" against an insured we defend:
   a. All expenses we incur.
   b. The cost of:
      (1) Bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which this insurance applies; or
      (2) Appeal bonds and bonds to release attachments;

      but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
   c. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of such claim or "suit", including actual loss of earnings up to $1,000 a day because of time off from work.
   d. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
   e. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
   f. All interest that accrues on the full amount of any judgment after entry of the judgment and before we have paid, offered to pay or deposited in court the part of the judgment that is within the applicable limit of insurance. If we do not pay part of the judgment for any reason other than it is more than the applicable limit of insurance, we will not pay any interest that accrues on that portion of the judgment.

   With respect to a claim we investigate or settle, or "suit" against an insured we defend under COVERAGE A - EXCESS FOLLOW-FORM LIABILITY, these payments will not reduce the applicable limits of insurance, but only if the applicable "underlying insurance" provides for such payments in addition to its limits of insurance. With respect to a claim we investigate or settle, or "suit" against an insured we defend under COVERAGE B - UMBRELLA LIABILITY, these payments will not reduce the applicable limits of insurance.

SECTION II - WHO IS AN INSURED

A. COVERAGE A - EXCESS FOLLOW-FORM LIABILITY

   With respect to Coverage A, the following persons and organizations qualify as insureds:

   1. The Named Insured shown in the Declarations; and
   2. Any other person or organization qualifying as an insured in the "underlying insurance". If you have agreed to provide insurance for that person or organization in a written contract or agreement:
      a. The limits of insurance afforded to such person or organization will be:
         (1) The amount by which the minimum limits of insurance you agreed to provide such person or organization in that written contract or agreement exceed the total limits of insurance of all applicable "underlying insurance"; or
         (2) The limits of insurance of this policy;

         whichever is less; and
      b. Coverage under this policy does not apply to such person or organization if the minimum limits of insurance you agreed to provide such person or organization in that written contract or agreement are wholly within the total limits of insurance of all available applicable "underlying insurance".

B. COVERAGE B - UMBRELLA LIABILITY

   With respect to Coverage B:

   1. The Named Insured shown in the Declarations is an insured.
   2. If you are:
      a. An individual, your spouse is also an insured, but only with respect to the conduct of a business of which you are the sole owner.

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b. A partnership or joint venture, your members, your partners and their spouses are also insureds, but only with respect to the conduct of your business.

c. A limited liability company, your members are also insureds, but only with respect to the conduct of your business. Your managers are also insureds, but only with respect to their duties as your managers.

d. An organization other than a partnership, joint venture or limited liability company, your "officers" and directors are also insureds, but only with respect to their duties as your "officers" or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

e. A trust, your trustees are also insureds, but only with respect to their duties as trustees.

3. Each of the following is also an insured:

a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your "employees" or "volunteer workers" other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

(2) "Property damage" to property:

(a) Owned, occupied or used by; or

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your "employees" or "volunteer workers", any of your partners or members (if you are a partnership or joint venture), or any of your members (if you are a limited liability company).

b. Any person (other than your "employee" or "volunteer worker"), or any organization, while acting as your real estate manager.

c. Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

4. Any organization, other than a partnership, joint venture or limited liability company, of which you are the sole owner, or in which you

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maintain an ownership interest of more than 50%, on the first day of the policy period is an insured and will qualify as a Named Insured. No such organization is an insured or will qualify as a Named Insured for "bodily injury" or "property damage" that occurred, or "personal injury" or "advertising injury" caused by an offense committed after the date, if any, during the policy period, that you no longer maintain an ownership interest of more than 50% in such organization.

5. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and of which you are the sole owner, or in which you maintain an ownership interest of more than 50%, is an insured and will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
   a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and
   b. Coverage for such organization does not apply to:
      (1) "Bodily injury" or "property damage" that occurred; or
      (2) "Personal injury" or "advertising injury" arising out of an offense committed;

      before you acquired or formed the organization.

No person or organization is an insured or will qualify as a Named Insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership, joint venture or limited liability company that otherwise qualifies as an insured under Paragraph B. of SECTION II - WHO IS AN INSURED.

C. COVERAGE C - CRISIS MANAGEMENT SERVICE EXPENSES

With respect to Coverage C, the following persons and organizations are insureds and will qualify as Named Insureds:

1. The Named Insured shown in the Declarations.
2. Any organization, other than a partnership, joint venture or limited liability company, of which you are the sole owner, or in which you maintain an ownership interest of more than 50%, on the first day of the policy period. No such organization is an insured or will qualify as a Named Insured for "crisis management service expenses" arising out of a "crisis management event" that first commences after the date, if any, during the policy period, that you no longer maintain an ownership interest of more than 50% in such organization.
3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and of which you are the sole owner, or in which you maintain an ownership interest of more than 50%, if there is no other similar insurance available to that organization. However:
   a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and
   b. Coverage for such organization does not apply to "crisis management service expenses" arising out of a "crisis management event" that occurred before you acquired or formed the organization, even if an "executive officer" only first becomes aware of an "event" or "occurrence" that leads to such "crisis management event" after the date you acquired or formed the organization.

No person or organization is an insured or will qualify as a Named Insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III - LIMITS OF INSURANCE

A. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay for the amounts described below to which this insurance applies regardless of the number of:
   1. Insureds;
   2. Claims made or "suits" brought;
   3. Number of vehicles involved;
   4. Persons or organizations making claims or bringing "suits"; or
   5. Coverages provided under this insurance.

   As indicated in Paragraph D.1. of SECTION I - COVERAGES, for any "suit" for which we have the right and duty to defend the insured under Coverage A, defense expenses will be within the limits of insurance of this policy when such expenses are within the limits of insurance of the applicable "underlying insurance".

B. The General Aggregate Limit is the most we will pay for the sum of all:
   1. Damages; and
   2. Defense expenses if such expenses are within the limits of insurance of this policy;

   except:

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1. Damages and defense expenses because of "bodily injury" or "property damage" included in the "auto hazard";
2. Damages and defense expenses because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; or
3. Damages and defense expenses for which insurance is provided under any Aircraft Liability coverage included as "underlying insurance" to which no aggregate limit applies.

C. The Products-Completed Operations Aggregate Limit is the most we will pay for the sum of all:
   1. Damages; and
   2. Defense expenses if such expenses are within the limits of insurance of this policy;

   because of "bodily injury" or "property damage" included in the "products-completed operations hazard".

D. Subject to Paragraph B. or C. above, whichever applies, the Occurrence Limit is the most we will pay for the sum of all:
   1. Damages, and defense expenses if such expenses are within the limits of insurance of this policy, under Coverage A arising out of any one "event" to which the "underlying insurance" applies a limit of insurance that is separate from any aggregate limit of insurance; and
   2. Damages under Coverage B because of all "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of any one "occurrence".

   For the purposes of determining the applicable Occurrence Limit, all related acts or omissions committed in the providing or failing to provide first aid or "Good Samaritan services" to any one person will be considered one "occurrence".

E. The Crisis Management Service Expenses Limit is the most we will pay for the sum of all "crisis management service expenses" arising out of all "crisis management events". Payment of such "crisis management service expenses" is in addition to, and will not reduce, any other limit of insurance of this policy.

F. The limits of insurance of this policy apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations. If the policy period is extended after issuance for an additional period of less than 12 months, the additional period will be deemed part of the last preceding period for purposes of determining the limits of insurance.

SECTION IV - EXCLUSIONS

This insurance does not apply to:

A. With respect to Coverage A and Coverage B:

1. Asbestos
   a. Damages arising out of the actual or alleged presence or actual, alleged or threatened dispersal of asbestos, asbestos fibers or products containing asbestos, provided that the damages are caused or contributed to by the hazardous properties of asbestos.
   b. Damages arising out of the actual or alleged presence or actual, alleged or threatened dispersal of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste, and that are part of any claim or "suit" which also alleges any damages described in Paragraph a. above.
   c. Any loss, cost or expense arising out of any:
      (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, asbestos, asbestos fibers or products containing asbestos; or
      (2) Claim or "suit" by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, asbestos, asbestos fibers or products containing asbestos.
2. Employment-Related Practices

   Damages because of injury to:
   a. A person arising out of any:
      (1) Refusal to employ that person;
      (2) Termination of that person's employment; or
      (3) Employment-related practice, policy, act or omission, such as coercion, demotion, evaluation, reassignment, discipline, failure to promote or advance, harassment, humiliation, discrimination, libel, slander, violation of the person's right of privacy, malicious prosecution or false arrest, detention or imprisonment, applied to or directed at that person, regardless of whether such practice, policy, act or omission occurs, is applied or is

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committed before, during or after the time of that person's employment; or

b. The spouse, child, parent, brother or sister of that person as a consequence of injury to that person as described in Paragraphs a.(1), (2) or (3) above.

This exclusion applies:

a. Whether the insured may be liable as an employer or in any other capacity; and

b. To any obligation to share damages with or repay someone else who must pay damages because of the injury.

3. ERISA, COBRA And Similar Laws

Any obligation of the insured under:

a. The Employees Retirement Income Security Act Of 1974 (ERISA) or any of its amendments;

b. The Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) or any of its amendments; or

c. Any similar common or statutory law of any jurisdiction.

4. Medical Expenses Or Payments

Any obligation of the insured under any "medical expenses" or medical payments coverage.

5. Nuclear Material

Damages arising out of:

a. The actual, alleged or threatened exposure of any person or property to; or

b. The "hazardous properties" of;

any "nuclear material".

As used in this exclusion:

a. "Hazardous properties" includes radioactive, toxic or explosive properties;

b. "Nuclear material" means "source material", "special nuclear material" or "by-product material"; and

c. "Source material", "special nuclear material" and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or any of its amendments.

6. Uninsured or Underinsured Motorists, No-Fault And Similar Laws

Any liability imposed on the insured, or the insured's insurer, under any of the following laws:

a. Uninsured motorists;

b. Underinsured motorists;

c. Auto no-fault or other first-party personal injury protection (PIP);

d. Supplementary uninsured/underinsured motorists (New York); or

e. Medical expense benefits and income loss benefits (Virginia).

7. War

Damages arising out of:

a. War, including undeclared or civil war; or

b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

c. Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

8. Workers Compensation And Similar Laws

Any obligation of the insured under a workers compensation, disability benefits or unemployment compensation law or any similar law.

B. With respect to Coverage B:

1. Expected Or Intended Bodily Injury Or Property Damage

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

2. Contractual Liability

"Bodily injury", "property damage", "personal injury" or "advertising injury" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

3. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be liable by reason of:

a. Causing or contributing to the intoxication of any person, including causing or contributing to the intoxication of any person because alcoholic beverages were permitted to be brought on your premises for consumption on your premises;

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b. The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

c. Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

4. Employers Liability

"Bodily injury" to:

a. An "employee" of the insured arising out of and in the course of:

(1) Employment by the insured; or

(2) Performing duties related to the conduct of the insured's business; or

b. The spouse, child, parent, brother or sister of that "employee" as a consequence of "bodily injury" described in Paragraph a. above.

This exclusion applies:

a. Whether the insured may be liable as an employer or in any other capacity; and

b. To any obligation to share damages with or repay someone else who must pay damages because of the "bodily injury".

5. Pollution

a. "Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants".

b. Any loss, cost or expense arising out of any:

(1) Request, demand, order or statutory or regulatory requirement that any insured or any other person or organization test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(2) Claim or "suit" by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

6. Aircraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft that is owned or operated by or rented or loaned to any insured.

7. Auto

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any "auto". Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any "auto".

This exclusion does not apply to "bodily injury" or "property damage" caused by an "occurrence" that takes place outside of the United States of America (including its territories and possessions), Puerto Rico and Canada.

8. Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to a watercraft:

a. While ashore on premises owned by or rented to any insured; or

b. That is 50-feet long or less and that:

(1) You own; or

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(2) You do not own and is not being used to carry any person or property for a charge.

9. Electronic Data

Damages claimed for the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

10. Damage To Property, Products Or Work

"Property damage" to:

a. Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person or organization, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

b. Premises you sell, give away or abandon if the "property damage" arises out of any part of those premises;

c. Property loaned to you;

d. Personal property in the care, custody or control of the insured;

e. That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations if the "property damage" arises out of those operations;

f. That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it;

g. "Your product" arising out of "your product" or any part of it; or

h. "Your work" arising out of "your work" or any part of it and included in the "products-completed operations hazard".

11. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property", or property that has not been physically injured, arising out of:

a. A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

b. A delay or failure by you, or anyone acting on your behalf, to fulfill the terms of a contract or agreement.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

12. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

a. "Your product";

b. "Your work"; or

c. "Impaired property";

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

13. Violation Of Consumer Financial Protection Laws

"Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of any actual or alleged violation of a "consumer financial protection law", or any other "bodily injury", "property damage", "personal injury" or "advertising injury" alleged in any claim or "suit" that also alleges any such violation.

14. Unsolicited Communication

"Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of any actual or alleged violation of any law that restricts or prohibits the sending, transmitting or distributing of "unsolicited communication".

15. Access Or Disclosure Of Confidential Or Personal Information

"Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information.

16. Knowing Violation Of Rights Of Another

"Personal injury" or "advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal injury" or "advertising injury".

17. Material Published With Knowledge Of Falsity

"Personal injury" or "advertising injury" arising out of oral or written publication, including publication by electronic means, of material, if done by or at the direction of the insured with knowledge of its falsity.

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18. Material Published Or Used Prior To Policy Period

    a. "Personal injury" or "advertising injury" arising out of oral or written publication, including publication by electronic means, of material whose first publication took place before the beginning of the policy period; or

    b. "Advertising injury" arising out of infringement of copyright, "title" or "slogan" in your "advertisement" whose first infringement in your "advertisement" was committed before the beginning of the policy period.

19. Criminal Acts

    "Personal injury" or "advertising injury" arising out of a criminal act committed by or at the direction of the insured.

20. Breach Of Contract

    "Personal injury" or "advertising injury" arising out of a breach of contract.

21. Quality Or Performance Of Goods - Failure To Conform To Statements

    "Advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

22. Wrong Description Of Prices

    "Advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

23. Intellectual Property

    "Personal injury" or "advertising injury" arising out of any actual or alleged infringement or violation of any of the following rights or laws, or any other "personal injury" or "advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation:

    a. Copyright;

    b. Patent;

    c. Trade dress;

    d. Trade name;

    e. Trademark;

    f. Trade secret; or

    g. Other intellectual property rights or laws.

    This exclusion does not apply to:

    a. "Advertising injury" arising out of any actual or alleged infringement or violation of another's copyright, "title" or "slogan" in your "advertisement"; or

    b. Any other "personal injury" or "advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation of another's copyright, "title" or "slogan" in your "advertisement".

24. Insureds In Media And Internet Type Business

    "Personal injury" or "advertising injury" arising out of an offense committed by an insured whose business is:

    a. Advertising, "broadcasting" or publishing;

    b. Designing or determining content of web-sites for others; or

    c. An Internet search, access, content or service provider.

    This exclusion does not apply to Paragraphs a.(1), (2) and (3) of the definition of "personal injury".

    For the purposes of this exclusion:

    a. Creating and producing correspondence written in the conduct of your business, bulletins, financial or annual reports, or newsletters about your goods, products or services will not be considered the business of publishing; and

    b. The placing of frames, borders or links, or advertising, for you or others anywhere on the Internet will not, by itself, be considered the business of advertising, "broadcasting" or publishing.

25. Electronic Chatrooms Or Bulletin Boards

    "Personal injury" or "advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns or over which the insured exercises control.

26. Unauthorized Use Of Another's Name Or Product

    "Personal injury" or "advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

C. With respect to Coverage C:

   Newly Acquired, Controlled Or Formed Entities

   "Crisis management service expenses" arising out of a "crisis management event" that involves any organization you newly acquire or form and that occurred prior to the date you acquired or formed that organization, even if an "executive officer" only first becomes aware of an "event" or "occurrence" that leads to such "crisis

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management event" after the date you acquired or formed such organization.

SECTION V - CONDITIONS

A. APPEALS

1. If the insured or the insured's "underlying insurer" elects not to appeal a judgment which exceeds the "applicable underlying limit" or "self-insured retention", we may do so.
2. If we appeal such a judgment, we will pay all costs of the appeal. These payments will not reduce the applicable limits of insurance. In no event will our liability exceed the applicable limit of insurance.

B. BANKRUPTCY

1. Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this insurance.
2. In the event of bankruptcy or insolvency of any "underlying insurer", this insurance will not replace such bankrupt or insolvent "underlying insurer's" policy, and this insurance will apply as if such "underlying insurer" had not become bankrupt or insolvent.

C. CANCELLATION

1. The first Named Insured shown in the Declarations may cancel this insurance by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this insurance by mailing or delivering to such first Named Insured written notice of cancellation at least:
   a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
   b. 60 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to such first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this insurance is cancelled, we will send such first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If such first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

D. CHANGES

This policy contains all the agreements between you and us concerning the insurance afforded. No change can be made in the terms of this insurance except with our consent. The terms of this insurance can be amended or waived only by endorsement issued by us and made a part of this policy.

E. CURRENCY

Payments for damages or expenses described in Paragraph 5. of Paragraph D., DEFENSE AND SUPPLEMENTARY PAYMENTS, of SECTION I - COVERAGES will be in the currency of the United States of America. At our sole option, we may make these payments in a different currency. Any necessary currency conversion for such payments will be calculated based on the rate of exchange published in the Wall Street Journal immediately preceeding the date the payment is processed.

F. DUTIES REGARDING AN EVENT, OCCURRENCE, CLAIM OR SUIT

1. You must see to it that we are notified as soon as practicable of an "event" or "occurrence" which may result in a claim under this insurance. To the extent possible, notice should include:
   a. How, when and where the "event" or "occurrence" took place;
   b. The names and addresses of any persons or organizations sustaining injury, damage or loss, and the names and addresses of any witnesses; and
   c. The nature and location of any injury or damage arising out of the "event" or "occurrence".
2. If a claim is made or "suit" is brought against any insured which may result in a claim under this insurance, you must see to it that we receive written notice of the claim or "suit" as soon as practicable.
3. With respect to Coverage A, the insured must:
   a. Cooperate with us in the investigation, settlement or defense of any claim or "suit";
   b. Comply with the terms of the "underlying insurance"; and
   c. Pursue all rights of contribution or indemnity against any person or organization who may be liable to the insured because of the injury, damage or loss for which insurance is provided under

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this policy or any policy of "underlying insurance".

4. With respect to Coverage B, the insured must:
   a. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
   b. Authorize us to obtain necessary records and other information;
   c. Cooperate with us in the investigation, settlement or defense of any claim or "suit"; and
   d. Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which Coverage B may apply.
5. No insured will, except at that insured's own expense, voluntarily make a payment, assume any obligation, make any admission or incur any expense, other than for first aid for "bodily injury" covered by this insurance, without our consent.
6. Knowledge of an "event", "occurrence", claim or "suit" by your agent, servant or "employee" will not constitute knowledge by you, unless your insurance or risk manager, or anyone working in the capacity as your insurance or risk manager, or anyone you designate with the responsibility of reporting an "event", "occurrence", claim or "suit":
   a. Has received notice of such "event", "occurrence", claim or "suit" from such agent, servant or "employee"; or
   b. Otherwise has knowledge of such "event", "occurrence", claim or "suit".

G. DUTIES REGARDING A CRISIS MANAGEMENT EVENT

You must:

1. Notify us within 30 days of a "crisis management event" that may result in "crisis management service expenses".
2. Provide written notice of the "crisis management event" as soon as practicable. To the extent possible, notice should include:
   a. How, when and where that "crisis management event" took place;
   b. The names and addresses of any persons or organizations sustaining injury, damage or loss, and the named and addresses of any witnesses;
   c. The nature and location of any injury or damage arising out of that "crisis management event"; and
   d. The reason that "crisis management event" is likely to involve damages covered by this insurance in excess of the "applicable underlying limit" or "self-insured retention" and involve regional or national media coverage.

H. EXAMINATION OF YOUR BOOKS AND RECORDS

We may examine and audit your books and records as they relate to this insurance:

1. At any time during the policy period;
2. Up to three years after the end of the policy period; and
3. Within one year after final settlement of all claims under this insurance.

I. EXTENDED REPORTING PERIOD OPTION

1. When the "underlying insurance" applies on a claims-made basis, any automatic or basic "extended reporting period" in such "underlying insurance" will apply to this insurance.
2. When the "underlying insurance" applies on a claims-made basis and you elect to purchase an optional or supplemental "extended reporting period" in such "underlying insurance," that "extended reporting period" will apply to this insurance only if:
   a. A written request to purchase an Extended Reporting Period endorsement for this insurance is made by you and received by us within 90 days after the end of the policy period;
   b. You have paid all premiums due for this policy at the time you make such request;
   c. You promptly pay the additional premium we charge for the Extended Reporting Period endorsement for this insurance when due. We will determine that additional premium after we have received your request for the Extended Reporting Period endorsement for this insurance. That additional premium is not subject to any limitation stated in the "underlying insurance" on the amount or percentage of additional premium that may be charged for the "extended reporting period" in such "underlying insurance"; and

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d. That Extended Reporting Period endorsement is issued by us and made a part of this policy.

3. Any Extended Reporting Period endorsement for this insurance will not reinstate or increase the Limits of Insurance or extend the policy period.

4. Except with respect to any provisions to the contrary contained in Paragraphs 1., 2. or 3. above, all provisions of any option to purchase an "extended reporting period" granted to you in the "underlying insurance" apply to this insurance.

J. INSPECTIONS AND SURVEYS

1. We have the right but are not obligated to:

a. Make inspections and surveys at any time;

b. Give you reports on the conditions we find; and

c. Recommend changes.

2. Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. We do not warrant that conditions:

a. Are safe or healthful; or

b. Comply with laws, regulations, codes or standards.

K. LEGAL ACTION AGAINST US

1. No person or organization has a right under this insurance:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this insurance unless all of its terms have been fully complied with.

2. A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured. We will not be liable for damages that:

a. Are not payable under the terms of this insurance; or

b. Are in excess of the applicable limit of insurance.

An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

L. MAINTENANCE OF UNDERLYING INSURANCE

1. The insurance afforded by each policy of "underlying insurance" will be maintained for the full policy period of this Excess Follow-Form And Umbrella Liability Insurance. This provision does not apply to the reduction or exhaustion of the aggregate limit or limits of such "underlying insurance" solely by payments as permitted in Paragraphs 4.a.(1), (2) and (3) of COVERAGE A - EXCESS FOLLOW-FORM LIABILITY of SECTION I - COVERAGES. As such policies expire, you will renew them at limits and with coverage at least equal to the expiring limits of insurance. If you fail to comply with the above requirements, Coverage A is not invalidated. However, in the event of a loss, we will pay only to the extent that we would have paid had you complied with the above requirements.

2. The first Named Insured shown in the Declarations must give us written notice of any change in the "underlying insurance" as respects:

a. Coverage;

b. Limits of insurance;

c. Termination of any coverage; or

d. Exhaustion of aggregate limits.

3. If you are unable to recover from any "underlying insurer" because you fail to comply with any term or condition of the "underlying insurance", Coverage A is not invalidated. However, we will pay for any loss only to the extent that we would have paid had you complied with that term or condition in that "underlying insurance".

M. OTHER INSURANCE

This insurance is excess over any valid and collectible "other insurance" whether such "other insurance" is stated to be primary, contributing, excess, contingent or otherwise. This provision does not apply to a policy bought specifically to apply as excess of this insurance.

However, if you specifically agree in a written contract or agreement that the insurance provided to any person or organization that qualifies as an insured under this insurance must apply on a primary basis, or a primary and non-contributory basis, then insurance provided under Coverage A is subject to the following provisions:

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1. This insurance will apply before any "other insurance" that is available to such additional insured which covers that person or organization as a named insured, and we will not share with that "other insurance", provided that the injury or damage for which coverage is sought is caused by an "event" that takes place or is committed subsequent to the signing of that contract or agreement by you.
2. This insurance is still excess over any valid and collectible "other insurance", whether primary, excess, contingent or otherwise, which covers that person or organization as an additional insured or as any other insured that does not qualify as a named insured.

N. PREMIUM

1. The first Named Insured shown in the Declarations is responsible for the payment of all premiums and will be the payee for any return premiums.
2. If the premium is a flat charge, it is not subject to adjustment except as provided in Paragraph 4. below.
3. If the premium is other than a flat charge, it is an advance premium only. The earned premium will be computed at the end of the policy period, or at the end of each year of the policy period if the policy period is two years or longer, at the rate shown in the Declarations, subject to the Minimum Premium.
4. Additional premium may become payable when coverage is provided for additional insureds under the provisions of SECTION II - WHO IS AN INSURED.

O. PREMIUM AUDIT

The premium for this policy is the amount stated in Item 5. of the Declarations. The premium is a flat charge unless it is specified in the Declarations as adjustable.

P. PROHIBITED COVERAGE - UNLICENSED INSURANCE

1. With respect to loss sustained by any insured in a country or jurisdiction in which we are not licensed to provide this insurance, this insurance does not apply to the extent that insuring such loss would violate the laws or regulations of such country or jurisdiction.
2. We do not assume responsibility for:
   a. The payment of any fine, fee, penalty or other charge that may be imposed on any person or organization in any country or jurisdiction because we are not licensed to provide insurance in such country or jurisdiction; or
   b. The furnishing of certificates or other evidence of insurance in any country or jurisdiction in which we are not licensed to provide insurance.

Q. PROHIBITED COVERAGE - TRADE OR ECONOMIC SANCTIONS

We will provide coverage for any loss, or otherwise will provide any benefit, only to the extent that providing such coverage or benefit does not expose us or any of our affiliated or parent companies to:

1. Any trade or economic sanction under any law or regulation of the United States of America; or
2. Any other applicable trade or economic sanction, prohibition or restriction.

R. REPRESENTATIONS

By accepting this insurance, you agree:

1. The statements in the Declarations and any subsequent notice relating to "underlying insurance" are accurate and complete;
2. Those statements are based upon representations you made to us; and
3. We have issued this insurance in reliance upon your representations.

S. SEPARATION OF INSUREDS

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured shown in the Declarations, this insurance applies:

1. As if each Named Insured were the only Named Insured; and
2. Separately to each insured against whom claim is made or "suit" is brought.

T. WAIVER OR TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

1. If the insured has rights to recover all or part of any payment we have made under this insurance, those rights are transferred to us and the insured must do nothing after loss to impair them. At our request, the insured will bring suit or transfer those rights to us and help us, and with respect to Coverage A, the "underlying insurer", enforce them.

   If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against that person or organization, but only for payments we make because of an "event" that takes place or is committed subsequent to the

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execution of that contract or agreement by such insured.

2. Reimbursement of any amount recovered will be made in the following order:
   a. First, to any person or organization (including us or the insured) who has paid any amount in excess of the applicable limit of insurance;
   b. Next, to us; and
   c. Then, to any person or organization (including the insured and with respect to Coverage A, the "underlying insurer") that is entitled to claim the remainder, if any.
3. Expenses incurred in the process of recovery will be divided among all persons or organizations receiving amounts recovered according to the ratio of their respective recoveries.

U. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS INSURANCE

1. Your rights and duties under this insurance may not be transferred without our written consent except in the case of death of an individual Named Insured.
2. If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

V. UNINTENTIONAL OMISSION OR ERROR

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

W. WHEN LOSS IS PAYABLE

If we are liable under this insurance, we will pay for injury, damage or loss after:

1. The insured's liability is established by:
   a. A court decision; or
   b. A written agreement between the claimant, the insured, any "underlying insurer" and us; and
2. The amount of the "applicable underlying limit" or "self-insured retention" is paid by or on behalf of the insured.

SECTION VI - DEFINITIONS

A. With respect to all coverages of this insurance:

1. "Applicable underlying limit" means the sum of:
   a. The applicable limit of insurance stated for the policies of "underlying insurance" in the Schedule Of Underlying Insurance subject to the provisions in Paragraphs 4.a.(1), (2) and (3) of COVERAGE A - EXCESS FOLLOW-FORM LIABILITY of SECTION I - COVERAGES; and
   b. The applicable limit of insurance of any "other insurance" that applies.

   The limits of insurance in any policy of "underlying insurance" will apply even if:
   a. The "underlying insurer" claims the insured failed to comply with any term or condition of the policy; or
   b. The "underlying insurer" becomes bankrupt or insolvent.
2. "Auto hazard" means all "bodily injury" and "property damage" to which liability insurance afforded under an auto policy of "underlying insurance" would apply but for the exhaustion of its applicable limits of insurance.
3. "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
4. "Event" means an "occurrence", offense, accident, act, error, omission, wrongful act or loss.
5. "Extended reporting period" means any period of time, starting with the end of the policy period of your claims-made insurance, during which claims or "suits" may be first made, brought or reported for that insurance.
6. "Medical expenses" means expenses to which any Medical Payments section of any policy of Commercial General Liability "underlying insurance" applies.
7. "Other insurance" means insurance, or the funding of losses, that is provided by, through or on behalf of:
   a. Another insurance company;
   b. Us or any of our affiliated insurance companies;
   c. Any risk retention group;

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d. Any self-insurance method or program, in which case the insured will be deemed to be the provider of such insurance; or

e. Any similar risk transfer or risk management method.

"Other insurance" does not include:

a. Any "underlying insurance"; or

b. Any policy of insurance specifically purchased to be excess of the limits of insurance of this policy shown in the Declarations.

8. "Products-completed operations hazard":

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

(a) When all the work called for in your contract has been completed;

(b) When all the work to be done at the job site has been completed if your contract calls for work at more than one job site; or

(c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;

(2) The existence of tools, uninstalled equipment or abandoned or unused materials; or

(3) Products or operations for which the classification listed in a policy of Commercial General Liability "underlying insurance" states that products-completed operations are subject to the General Aggregate Limit.

9. "Suit" means a civil proceeding which alleges damages. "Suit" includes:

a. An arbitration proceeding in which damages are claimed and to which the insured must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding to which the insured submits with our consent.

10. "Underlying insurance":

a. Means the policy or policies of insurance listed in the Schedule Of Underlying Insurance.

b. Includes any renewal or replacement of such policies if such renewal or replacement is during the policy period of this Excess Follow-Form And Umbrella Liability Insurance.

c. Does not include any part of the policy period of any of the policies described in Paragraphs a. or b. above that began before, or that continues after, the policy period of this Excess Follow-Form And Umbrella Liability Insurance.

11. "Underlying insurer" means any insurer which provides a policy of insurance listed in the Schedule Of Underlying Insurance.

B. With respect to Coverage B and, to the extent that the following terms are not defined in the "underlying insurance", to Coverage A:

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and

b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

2. "Advertising injury":

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a. Means injury, other than "personal injury", caused by one or more of the following offenses:

(1) Oral or written publication, including publication by electronic means, of material in your "advertisement" that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged;

(2) Oral or written publication, including publication by electronic means, of material in your "advertisement" that:

(a) Appropriates a person's name, voice, photograph or likeness; or

(b) Unreasonably places a person in a false light; or

(3) Infringement of copyright, "title" or "slogan" in your "advertisement", provided that the claim is made or the "suit" is brought by a person or organization that claims ownership of such copyright, "title" or "slogan".

b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph a. above.

3. "Auto" means:

a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or

b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

4. "Bodily injury" means:

a. Physical harm, including sickness or disease, sustained by a person; or

b. Mental anguish, injury or illness, or emotional distress, resulting at any time from such physical harm, sickness or disease.

5. "Broadcasting" means transmitting any audio or visual material for any purpose:

a. By radio or television; or

b. In, by or with any other electronic means of communication, such as the Internet, if that material is part of:

(1) Radio or television programming being transmitted;

(2) Other entertainment, educational, instructional, music or news programming being transmitted; or

(3) Advertising transmitted with any such programming.

6. "Consumer financial identity information" means any of the following information for a person that is used or collected for the purpose of serving as a factor in establishing such person's eligibility for personal credit, insurance or employment or for the purpose of conducting a business transaction:

a. Part or all of the account number, the expiration date or the balance of any credit, debit, bank or other financial account;

b. Information bearing on a person's credit worthiness, credit standing or credit capacity;

c. Social security number;

d. Driver's license number; or

e. Birth date.

7. "Consumer financial protection law" means:

a. The Fair Credit Reporting Act (FCRA) and any of its amendments, including the Fair and Accurate Credit Transactions Act (FACTA);

b. California's Song-Beverly Credit Card Act and any of its amendments; or

c. Any other law or regulation that restricts or prohibits the collection, dissemination, transmission, distribution or use of "consumer financial identity information".

8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

9. "Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.

10. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

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b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

11. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

12. "Loading or unloading" means the handling of property:

a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";

b. While it is in or on an aircraft, watercraft or "auto"; or

c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

13. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads.

b. Vehicles maintained for use solely on or next to premises you own or rent.

c. Vehicles that travel on crawler treads.

d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

(1) Power cranes, shovels, loaders, diggers or drills; or

(2) Road construction or resurfacing equipment such as graders, scrapers or rollers.

e. Vehicles not described in Paragraph a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

(2) Cherry pickers and similar devices used to raise or lower workers.

f. Vehicles not described in Paragraph a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicle that is subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged. Such land vehicles are considered "autos".

14. "Occurrence" means:

a. With respect to "bodily injury" or "property damage":

(1) An accident, including continuous or repeated exposure to substantially the same general harmful conditions, which results in "bodily injury" or "property damage". All "bodily injury" or "property damage" caused by such exposure to substantially the same general harmful conditions will be deemed to be caused by one "occurrence"; or

(2) An act or omission committed in providing or failing to provide first aid or "Good Samaritan services" to a person by any of your "employees" or "volunteer workers" other than an employed or volunteer doctor, unless you are in the business or occupation of providing professional health care services;

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b. With respect to "personal injury", an offense arising out of your business that results in "personal injury". All "personal injury" caused by the same or related injurious material, act or offense will be deemed to be caused by one "occurrence", regardless of the frequency or repetition thereof, the number and kind of media used or the number of persons or organizations making claims or bringing "suits"; and

c. With respect to "advertising injury", an offense committed in the course of advertising your goods, products and services that results in "advertising injury". All "advertising injury" caused by the same or related injurious material, act or offense will be deemed to be caused by one "occurrence", regardless of the frequency or repetition thereof, the number and kind of media used or the number of persons or organizations making claims or bringing "suits".

15. "Officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.

16. "Personal injury":

a. Means injury, other than "advertising injury", caused by one or more of the following offenses:

(1) False arrest, detention or imprisonment;

(2) Malicious prosecution;

(3) The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, provided that the wrongful eviction, wrongful entry or invasion of the right of private occupancy is committed by or on behalf of the owner, landlord or lessor of that room, dwelling or premises;

(4) Oral or written publication, including publication by electronic means, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged; or

(5) Oral or written publication, including publication by electronic means, of material that:

(a) Appropriates a person's name, voice, photograph or likeness; or

(b) Unreasonably places a person in a false light.

b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph a. above.

17. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

18. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use will be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use will be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, "electronic data" is not tangible property.

19. "Self-insured retention" is the greater of:

a. The amount shown in the Declarations which the insured must first pay under Coverage B for damages because of all "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of any one "occurrence"; or

b. The applicable limit of insurance of any "other insurance" that applies.

20. "Slogan":

a. Means a phrase that others use for the purpose of attracting attention in their advertising.

b. Does not include a phrase used as, or in, the name of:

(1) Any person or organization other than you; or

(2) Any business, or any of the premises, goods, products, services or work, of any person or organization other than you.

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21. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
22. "Title" means the name of a literary or artistic work.
23. "Unsolicited communication" means any communication, in any form, that the recipient of such communication did not specifically request to receive.
24. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed by you.
25. "Your product":
    a. Means:
        (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
            (a) You;
            (b) Others trading under your name; or
            (c) A person or organization whose business or assets you have acquired; and
        (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
    b. Includes:
        (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
        (2) The providing of or failure to provide warnings or instructions.
    c. Does not include vending machines or other property rented to or located for the use of others but not sold.
26. "Your work":
    a. Means:
        (1) Work or operations performed by you or on your behalf; and
        (2) Materials, parts or equipment furnished in connection with such work or operations.
    b. Includes:
        (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
        (2) The providing of or failure to provide warnings or instructions.

C. With respect to Coverage C:
1. "Crisis management advisor" means any public relations firm or crisis management firm approved by us that is hired by you to perform "crisis management services" in connection with a "crisis management event".
2. "Crisis management event" means an "event" or "occurrence" that your "executive officer" reasonably determines has resulted, or may result, in:
    a. Damages covered by this Coverage A or Coverage B that are in excess of the total applicable limits of the "underlying insurance" or "self-insured retention"; and
    b. Significant adverse regional or national media coverage.
3. "Crisis management service expenses" means amounts incurred by you, after a "crisis management event" first commences and before such event ends:
    a. For the reasonable and necessary:
        (1) Fees and expenses of a "crisis management advisor" in the performance for you of "crisis management services" solely for a "crisis management event"; and
        (2) Costs for printing, advertising, mailing of materials or travel by your directors, officers, employees or agents or a "crisis management advisor" solely for a "crisis management event"; and
    b. For the following expenses resulting from such "crisis management event", provided that such expenses have been approved by us:
        (1) Medical expenses;
        (2) Funeral expenses;
        (3) Psychological counseling;
        (4) Travel expenses;
        (5) Temporary living expenses;
        (6) Expenses to secure the scene of a "crisis management event"; or
        (7) Any other expenses pre-approved by us.

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4. "Crisis management services" means those services performed by a "crisis management advisor" in advising you or minimizing potential harm to you from a "crisis management event" by maintaining or restoring public confidence in you.
5. "Executive officer" means your:
   a. Chief Executive Officer;
   b. Chief Operating Officer;
   c. Chief Financial Officer;
   d. President;
   e. General Counsel;
   f. General partner (if you are a partnership); or
   g. Sole proprietor (if you are a sole proprietorship);

   or any person acting in the same capacity as any individual listed above.

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