

American Rescue Plan Act Subrecipient Provisions

THIS AGREEMENT (hereinafter the "Agreement") is entered into this _____ day of _____, 20__ between the **CITY OF POMPANO BEACH**, a municipal corporation of the State of Florida (hereinafter referred to as the "CITY") and **Experience Aviation, Inc.**, a Florida limited liability company (hereinafter referred to as the "SUBRECIPIENT").

FUNDING SOURCE:	<u>American Rescue Plan (ARPA) Act Funds</u>
AMOUNT:	<u>\$200,000 maximum</u>
TERM OF THE AGREEMENT:	<u>18 months from execution by both parties</u>
UEI NUMBER:	<u>V9UVHKMLU8W1</u>
CDFA NUMBER:	<u>21.027</u>

NOW, THEREFORE, in consideration of the mutual covenants and obligations herein set forth, the parties understand and agree as follows:

ARTICLE I

EXHIBITS AND DEFINITIONS

- 1.1 EXHIBITS. Attached hereto and forming a part of this Agreement are the following Exhibits:
- | | |
|------------------|--|
| Exhibit A | Work Program Scope |
| Exhibit B | Compensation and Budget Summary |
| Exhibit C | Certification Regarding Lobbying Form |
| Exhibit D | Certification Regarding Debarment, Suspension and other Responsibility Matters (Primary Covered Transactions Form). |
| Exhibit E | Crime Entity Affidavit |
| Exhibit F | Insurance Requirements |
| Exhibit G | Subrecipient Resources |

1.2 DEFINED TERMS.

As used herein the following terms shall mean:

Act or 31 CFR Part 35

American Rescue Plan Act of 2021 and Department of Treasury Interim Final Rule, as may be amended.

Agreement Records:

Any and all books, records, documents, information, data, papers, letters, materials, and computerized or electronic storage data and media, whether written, printed, computerized, electronic or electrical, however collected or preserved which is or was produced, developed, maintained, completed, received or compiled by or at the direction of the SUBRECIPIENT or any subcontractor in carrying out the duties and obligations required by the terms of this Agreement, including, but not limited to, financial books and records, ledgers, drawings, maps, pamphlets, designs, electronic tapes, computer drives and diskettes or surveys.

ARPA Program:

American Rescue Plan Act Program.

SLFRF:

State and Local Government Fiscal Recovery Fund.

ARPA Requirements:

The requirements contained in 31 CFR Part 35 RIN 1505-AC77 and the Uniform Guidance (2 CFR Part 200).

Department:

The City of Pompano Beach Office of the City Manager

Federal Award:

Any federal funds received by the SUBRECIPIENT from any source during the period of time in which the SUBRECIPIENT is performing the obligations set forth in this Agreement.

Unemployed/Underemployed Person:

A person who is currently unemployed or underemployed as a result of the impacts of the Covid-19 Pandemic.

USDT:

The United States Department of Treasury.

Qualified Census Tract:

Areas in which 50% or more of the households are income eligible and the population of all census tracts that satisfy this criterion does not exceed 20% of the total population of the respective area.

ARTICLE II
ACKNOWLEDGMENTS

The SUBRECIPIENT, as a participant in the City's ARPA Program, acknowledges, understands and agrees to the following and has provided the requisite documentation in order to participate in such Program:

- 2.1 The SUBRECIPIENT has submitted a Work Program Scope, attached hereto as **Exhibit A** to this Agreement that includes the following:
 - 2.1.1 A description detailing the activities to be carried out by the SUBRECIPIENT as a result of the expenditure of ARPA Funds, including, where appropriate, the measurable objectives, the intended participants or beneficiaries, target goals, demographic and geographic area, program benefits, timelines, and in general detail how these activities will ensure that the intended beneficiaries will be served.
 - 2.1.2 A schedule of activities and measurable objectives. The schedule is intended to provide projected milestones and deadlines for the accomplishment of tasks in carrying out the Work Program. These projected milestones and deadlines are a basis for measuring actual progress during the term of this Agreement. These items are in sufficient detail to provide a sound basis for the CITY to effectively monitor performance by the SUBRECIPIENT under this Agreement.
- 2.2 A Budget Summary attached as **Exhibit B**, which includes: completion of the SUBRECIPIENT'S Itemized Budget, Cost Allocation, Budget Narrative, Staff Salaries Schedule and a copy of all subcontracts.
- 2.3 A list of the SUBRECIPIENT'S present officers and members of the Board, if applicable (names, addresses and telephone numbers).
- 2.4 A list of key staff persons (with their titles) who will carry out the Work Program.
- 2.5 Job description and resumes for all positions funded in whole or in part under this Agreement.
- 2.6 A letter accepting the OMB Super Circular, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule" and 31 CFR Part 35.
- 2.7 Copy of the SUBRECIPIENT'S last federal income tax return.
- 2.8 ADA Certification.
- 2.9 Drug Free Certification.
- 2.10 All other documents reasonably required by the CITY.

ARTICLE III
TERMS AND PROCEDURES

3.1 CITY AUTHORIZATION:

For the purpose of this Agreement, the Department will act on behalf of the CITY in the fiscal control, programmatic monitoring and modification of this Agreement, except as otherwise provided in this Agreement.

3.2 EFFECTIVE DATE AND TERM:

This Agreement shall begin once executed by both parties, and shall conclude within one (1) year from such execution, or until such term shall sooner cease or terminate as hereinafter provided

3.3 OBLIGATIONS OF SUBRECIPIENT:

The SUBRECIPIENT shall carry out the services and activities as prescribed in its Work Program Scope, which is attached hereto as **Exhibit B** and incorporated herein and made a part of this Agreement, in a manner that is lawful, and satisfactory to the City, and in accordance with the written policies, procedures, and requirements as prescribed in this Agreement, and as set forth by USDT and the CITY. Any obligations imposed upon the CITY, pursuant to its administration of or participation in the USDT funded APRA Program, shall become the obligation of the Subrecipient, who understands, acknowledges and agrees that all such obligations shall be accomplished to the City's satisfaction.

3.4 LEVEL OF SERVICE:

Should start-up time for the Training Program be required or in the event of the occurrence of any delays in the activities thereunder, the SUBRECIPIENT shall immediately notify the Department in writing, giving all pertinent details and indicating when the Training Program shall begin and/or continue. It is understood and agreed that the SUBRECIPIENT shall maintain the level of activities and expenditures in existence prior to the execution of this Agreement. Any activities funded through or as a result of this Agreement shall not result in the displacement of employed workers, impair existing agreements for services or activities, or result in the substitution of funds allocated under this Agreement for other funds in connection with work which would have been performed in the absence of this Agreement.

ARTICLE IV

ARPA FUNDING AND DISBURSEMENT REQUIREMENTS

4.1 COMPENSATION:

The amount of compensation payable by the City to the Subrecipient shall be based on the rates, schedules and conditions described in **Exhibit B** attached hereto, which by this reference is incorporated into this Agreement.”

4.2 INSURANCE:

At all times during the term hereof, the SUBRECIPIENT shall maintain insurance acceptable to the CITY. Prior to commencing any activity under this Agreement, the SUBRECIPIENT shall furnish to the CITY original certificates of insurance indicating that the SUBRECIPIENT is in compliance with the provisions outlined at **Exhibit F**.

4.3 USE OF FUNDS:

Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

4.4 FINANCIAL ACCOUNTABILITY:

The CITY reserves the right to audit the records of the SUBRECIPIENT at any time during the performance of this Agreement and for a period of five (5) years after its expiration/termination. The SUBRECIPIENT agrees to provide all financial and other applicable records and documentation of services to the CITY. Any payment made shall be subject to reduction for amounts included in the related invoice which are found by the CITY, on the basis of such audit, not to constitute allowable expenditures. Any payments made to the SUBRECIPIENT are subject to reduction for overpayments on previously submitted invoices.

4.5 REPORTING:

Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.

4.6 PRE-AWARD COSTS:

Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

4.7 RECAPTURE OF FUNDS:

The CITY reserves the right to recapture funds in the event that the SUBRECIPIENT shall fail: (i) to comply with the terms of this Agreement, or (ii) to accept conditions imposed by the CITY at the direction of the federal, state and local agencies.

4.8 CONTINGENCY CLAUSE:

Funding pursuant to this Agreement is contingent on the availability of funds and continued authorization for ARPA Program activities, and is also subject to amendment or termination due to lack of funds or authorization, reduction of funds, and/or changes in regulations.

ARTICLE V

AUDIT

5.1 As a necessary part of this Agreement, the SUBRECIPIENT shall adhere to the following audit requirements:

5.1.1 If the SUBRECIPIENT expends \$750,000 or more in the fiscal year in federal funds, it shall have a single audit or program specific audit conducted for that year. The audit shall be conducted in accordance with GAGAS and the OMB Super Circular, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule".

5.1.2 In addition to the above requirements, the auditor shall perform procedures to obtain an understanding of internal controls and perform sufficient testing to ensure compliance with the procedures. Further the auditor shall determine whether the SUBRECIPIENT has complied with laws, regulations and the provisions of this Agreement.

5.1.3 A reporting package shall be submitted within the earlier of 30 days after receipt of the auditor's report(s) or nine (9) months after the end of the audit period. The reporting package will include the certified financial statements and schedule of expenditures of Federal Awards; a summary schedule of prior audit findings; the auditor's report and the corrective action plan. The auditor's report shall include:

- a) an opinion (or disclaimer of opinion) as to whether the financial statements are presented fairly in all material respects in conformity with generally accepted principles and an opinion (or disclaimer of opinion) as to whether the schedule of expenditures of Federal Awards is presented fairly in all material respects in relation to the financial statements taken as a whole.

- b) a report on internal controls related to the financial statements and major programs. This report shall describe the scope of testing of internal controls and the results of the test, and, where applicable, refer to the separate schedule of findings and questioned costs.
- c) a report on compliance with laws, regulations, and the provisions of contracts and/or this Agreement, noncompliance with which could have a material effect on the financial statements. This report shall also include an opinion (or disclaimer of opinion) as to whether the SUBRECIPIENT complied with the laws, regulations, and the provisions of contracts and this Agreement which could have a direct and material effect on the program and, where applicable, refer to the separate schedule of findings and questioned costs.
- d) a schedule of findings and questioned cost which shall include the SUBRECIPIENT's compliance with the requirements of the OMB Super Circular, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule" and Coronavirus State and Local Fiscal Recover Funds 31 CFR Part 35 RIN 1505-AC77.

5.1.4 If the SUBRECIPIENT expends less than \$750,000 in federal funds in the fiscal year it is exempted from Federal audit requirements for that year and consequently the audit cost is not a reimbursable expense. The City, however, may request the SUBRECIPIENT to have a limited scope audit for monitoring purposes. These limited scope audits will be paid for and arranged by the City and address only one or more of the following types of compliance requirements: activities allowed or unallowed; allowable costs/cost principles; eligibility; matching, level of effort, earmarking; and, reporting.

All reports presented to the City shall, where applicable, include sufficient information to provide a proper perspective for judging the prevalence and consequences of the findings, such as whether an audit finding represents an isolated instance or a systemic problem. Where appropriate, instances identified shall be related to the universe and the number of cases examined and quantified in terms of dollar value.

ARTICLE VI

RECORDS AND REPORTS

6.1 The SUBRECIPIENT shall establish and maintain sufficient records to enable the CITY to determine whether the SUBRECIPIENT has met the requirements of the ARPA Program.

At a minimum, the following records shall be maintained by the SUBRECIPIENT:

- 6.1.1 Records providing a full description of each activity assisted (or being assisted) with ARPA Funds, including its location (if the activity has a geographical locus), the amount of ARPA Funds budgeted, obligated and expended for the activity, and the specific provision in 31 CFR Part 35 Subpart 603 (c)(1)(A) of the Social Security Act ARPA Program regulations under which the activity is eligible. SUBRECIPIENT must submit a monthly Project and Expenditure report, as well as a performance report highlighting the status of require scope activities for the Program, as described in more detail at **Exhibit B**. Treasury's Interim Final Rule and Part 2 of this guidance provide more detail around SLFRF reporting requirements.
- 6.1.2 Records demonstrating that each activity undertaken meets one or more of the purposes enumerated in sections 602(c)(1) and 603(c)(1) of the Social Security Act, as applicable, including those enumerated in section § 35.6, subject to the restrictions set forth in sections 602(c)(2) and 603(c)(2) of the Social Security Act, as applicable. For information on unemployment or underemployed status, the SUBRECIPIENT should obtain evidence that the applicant is unemployed or underemployed (i.e. previous paystubs, tax returns and current pay stubs or unemployment compensation records).
- 6.1.3 Equal Opportunity Records containing:
 - (i) Data on the extent to which each racial and ethnic group and single-headed households (by gender of household head) have applied for, participated in, or benefited from, any program or activity funded in whole or in part with ARPA Funds. Such information shall be used only as a basis for further investigation relating to compliance with any requirement to attain or maintain any particular statistical measure by race, ethnicity, or gender in covered programs.
 - (ii) Documentation of actions undertaken to meet the requirements of 24 CFR 570.607(b) which implements Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701U) relative to the hiring and training of low- and moderate-income persons and the use of local businesses.
- 6.1.4 Financial records, in accordance with the applicable requirements listed in 31 CFR Part 35 Subpart A Section 35.4.
- 6.1.5 Records required to be maintained in accordance with other applicable laws and regulations set forth in Subpart A of 31 CFR.

6.2 RETENTION AND ACCESSIBILITY OF RECORDS:

- 6.2.1 The Department shall have the authority to review the SUBRECIPIENT'S records, including Project and programmatic records and books of account, for a period of five (5) years from the expiration/termination of this Agreement (the "Retention Period"). All books of account and supporting documentation shall be kept by the SUBRECIPIENT at least until the expiration of the Retention Period. The SUBRECIPIENT shall maintain records sufficient to meet the requirements of 2 CFR § 200.334. Transparency and public accountability for SLFRF award funds and use of such funds are critical to upholding program integrity and trust in all levels of government, and SLFRF award funds should be managed consistent with Administration guidance per Memorandum M-21-20 and Memorandum M-20-21. All records and reports required herein shall be retained and made accessible as provided thereunder. The SUBRECIPIENT further agrees to abide by Chapter 119, Florida Statutes, as the same may be amended from time to time, pertaining to public records. The SUBRECIPIENT shall ensure that the Agreement Records shall be at all times subject to and available for full access and review, inspection and audit by the CITY, federal personnel and any other personnel duly authorized by the CITY.
- 6.2.2 The SUBRECIPIENT shall include in all the Department approved subcontracts used to engage subcontractors to carry out any eligible substantive project or programmatic activities, as such activities are described in this Agreement and defined by the Department, each of the record-keeping and audit requirements detailed in this Agreement. The Department shall in its sole discretion determine when services are eligible substantive project and/or programmatic activities and subject to the audit and record-keeping requirements described in this Agreement
- 6.2.3 If the CITY or the SUBRECIPIENT has received or given notice of any kind indicating any threatened or pending litigation, claim or audit arising out of the activities pursuant to the project, the activities and/or the Work Program or under the terms of this Agreement, the Retention Period shall be extended until such time as the threatened or pending litigation, claim or audit is, in the sole and absolute discretion of the Department fully, completely and finally resolved.
- 6.2.4 The SUBRECIPIENT shall notify the Department of the address where all Agreement Records will be retained in writing both during the pendency of this Agreement and after its expiration/termination as part of the final closeout procedure for the program.

6.2.5 The SUBRECIPIENT shall obtain the prior written consent of the Department as to the disposal of any Agreement Records within one year after the expiration of the Retention Period.

6.3 PROVISION OF RECORDS:

6.3.1 At any time upon request by the Department, the SUBRECIPIENT shall provide all Agreement Records to the Department. The requested Agreement Records shall become the property of the Department without restriction, reservation, or limitation on their use. The Department shall have unlimited rights to all books, articles, or other copyrightable materials developed in the performance of this Agreement. These rights include the right of royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use the Work Program for public purposes.

6.3.2 If the SUBRECIPIENT receives funds from, or is under regulatory control of, other governmental agencies, and those agencies issue monitoring reports, regulatory examinations, or other similar reports, the SUBRECIPIENT shall provide a copy of each such report and any follow-up communications and reports to the Department immediately upon such issuance, unless such disclosure would be prohibited by any such issuing agency.

6.4 MONITORING:

The SUBRECIPIENT shall permit the Department and other persons duly authorized by the Department to inspect all Agreement Records, facilities, goods, and activities of the SUBRECIPIENT which are in any way connected to the activities undertaken pursuant to the terms of this Agreement, and/or interview any clients, employees, subcontractors or assignees of the SUBRECIPIENT. The CITY reserves the right to conduct on-site monitoring visits to review program operations and ARPA compliance. Following such inspection or interviews, the Department will deliver to the SUBRECIPIENT a report of its findings. The SUBRECIPIENT will rectify all deficiencies cited by the Department within the specified period of time set forth in the report or provide the Department with a reasonable justification for not correcting the same. The Department will determine in its sole and absolute discretion whether or not the SUBRECIPIENT'S justification is acceptable.

At the request of the CITY, the SUBRECIPIENT shall transmit to the CITY written statements of the SUBRECIPIENT'S official policies on specified issues relating to the SUBRECIPIENT'S activities. The CITY will carry out monitoring and evaluation activities, including visits and observations by CITY staff; the SUBRECIPIENT shall ensure the cooperation of its employees and its Board members in

such efforts. Any inconsistent, incomplete, or inadequate information either received by the CITY or obtained through monitoring and evaluation by the CITY, shall constitute cause for the CITY to terminate this Agreement. The Sub-Recipient shall cooperate with any audits or investigations conducted by the City, State of Florida, U.S. Treasury, or other authorized entities.

6.5 RELATED PARTIES:

The SUBRECIPIENT shall report to the Department the name, purpose for and any and all other relevant information in connection with any related-party transaction. The term “related-party transaction” includes, but is not limited to, a for-profit or nonprofit subsidiary or affiliate organization, an organization with an overlapping Board of Directors and an organization for which the SUBRECIPIENT is responsible for appointing memberships. The SUBRECIPIENT shall report this information to the Department upon forming the relationship, or if already formed, shall report such relationship prior to or simultaneously with the execution of this Agreement. Any supplemental information shall be promptly reported to the Department.

ARTICLE VII

OTHER ARPA PROGRAM REQUIREMENTS

7.1 The SUBRECIPIENT shall maintain current documentation that its activities are ARPA eligible in accordance with 2 CFR § 200.334.

7.2 The SUBRECIPIENT shall ensure and maintain documentation that conclusively demonstrates that each activity assisted in whole or in part with ARPA Funds is an activity which provides benefit to individuals who reside within a Pompano Beach Qualified Census Tract (QCT) as defined by HUD. If the individual resides outside of a Pompano Beach QCT, the applicant will then have to provide additional documentation indicating they are low-to-moderate income persons who have experienced a negative economic impact from the pandemic. Those who reside within a Pompano Beach QCT will be presumed low-to-moderate income and will not be required to document their household income or COVID-19 financial hardship. In 2024 HUD has identified the following Qualified Census Tracts in Pompano Beach:

- 302.02
- 303.01
- 304.02
- 305.00
- 306.01
- 308.03

- 308.04
- 310,01

The subrecipient must verify that each program applicants address falls within a Pompano Beach QCT. In order to do so, the subrecipient must enter each applicant address into HUD's 2024 QCT Map. The link to this interactive map is listed below:

https://www.huduser.gov/portal/sadda/sadda_qct.html

Subrecipient must print for the files a copy of the screen indicating inclusion of each applicant's address with the QCT, as applicable.

- 7.3 The SUBRECIPIENT shall comply with all applicable provisions of Title 31 Part 35 and shall carry out each activity in compliance with all applicable federal laws and regulations described therein.
- 7.4 The SUBRECIPIENT shall cooperate with the Department in informing the appropriate citizen participation structures, including the appropriate area committees, of the activities of the SUBRECIPIENT in adhering to the provisions of this Agreement. Representatives of the SUBRECIPIENT shall attend meetings of the appropriate committees and citizen participation structures upon the request of the citizen participation officers or the Department.
- 7.5 SUBRECIPIENT shall, to the greatest possible, give low-and-moderate-income residents of the service areas opportunities for training and employment.
- 7.6 NON-DISCRIMINATION:
The SUBRECIPIENT shall not discriminate on the basis of race, color, national origin, sex, religion, age, marital or family status or disability in connection with the Work Program or its performance under this Agreement. Furthermore, the SUBRECIPIENT agrees that no otherwise qualified individual shall, solely by reason of his/her race, sex, color, religion, national origin, age, marital status or disability, be excluded from the participation in, be denied benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
- 7.7 The SUBRECIPIENT shall carry out its Work Program in compliance with all federal laws and regulations, including those described in Subpart A of the ARPA Program regulations (31 Part 35 Subpart A § 35.9).
- 7.8 UNIFORM ADMINISTRATIVE REQUIREMENTS: The SUBRECIPIENT shall comply with the requirements and standards of the OMB Super Circular, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule". The SUBRECIPIENT shall comply with those requirements and prohibitions when entering into subcontracts.

- 7.9 REVERSION OF ASSETS: Upon expiration/termination of this Agreement, the SUBRECIPIENT must transfer to the CITY any ARPA Funds on hand at the time of expiration/termination and any accounts receivable attributable to the use of APRA Funds. Any funds not obligated or expended for eligible uses by December 31, 2024 must be returned to Treasury, including any unobligated or unexpended funds that have been provided to subrecipients and contractors.
- 7.10 ENFORCEMENT OF THIS AGREEMENT: Any violation of this Agreement that remains uncured thirty (30) days after the SUBRECIPIENT'S receipt of notice from the CITY (by certified or registered mail) of such violation may, at the option of the CITY, be addressed by an action for damages or equitable relief, or any other remedy provided at law or in equity. In addition to the remedies of the CITY set forth herein, if the SUBRECIPIENT materially fails to comply with the terms of this Agreement, the CITY may suspend or terminate this Agreement, as set forth more fully below in Article IX of this Agreement.

ARTICLE VIII

COMPLIANCE WITH LAWS AND REGULATIONS

- 8.1 Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award. Federal regulations applicable to this award include, without limitation, the following:
- 8.1.1 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - 8.1.2 Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - 8.1.3 Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.

- 8.1.4 OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
- 8.1.5 Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
- 8.1.6 Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
- 8.1.7 New Restrictions on Lobbying, 31 C.F.R. Part 21.
- 8.1.8 Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
- 8.1.9 Generally applicable federal environmental laws and regulations.
- 8.2 Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
 - 8.2.1 Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance; 4
 - 8.2.2 The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - 8.2.3 Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
- 8.3 FALSE STATEMENTS: Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
- 8.4 PUBLICATIONS: Subrecipient understands that any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in

part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury.”

ARTICLE IX

REMEDIES, SUSPENSION, TERMINATION

9.1 REMEDIES FOR NONCOMPLIANCE: The CITY retains the right to terminate this Agreement at any time prior to the completion of the services required pursuant to this Agreement without penalty to the CITY. In that event, notice of termination of this Agreement shall be in writing to the SUBRECIPIENT, who shall be paid for those services performed prior to the date of its receipt to the notice of termination. In no case, however, shall the CITY pay the SUBRECIPIENT an amount in excess of the total sum provided by this Agreement.

It is hereby understood by and between the CITY and the SUBRECIPIENT that any payment made in accordance with this Agreement to the SUBRECIPIENT shall be made only if the SUBRECIPIENT is not in default under the terms of this Agreement. If the SUBRECIPIENT is in default, the CITY shall not be obligated and shall not pay to the SUBRECIPIENT any sum whatsoever.

If the SUBRECIPIENT materially fails to comply with any term of this Agreement, the CITY may take one or more of the following courses of action:

9.1.1 Temporarily withhold cash payments pending correction of the deficiency by the SUBRECIPIENT, or such more severe enforcement action as the CITY determines is necessary or appropriate.

9.1.2 Disallow (that is, deny both the use of funds and matching credit) for all or part of the cost of the activity or action not in compliance.

9.1.3 Wholly or partly suspend or terminate the current ARA Funds awarded to the SUBRECIPIENT.

9.1.4 Withhold further ARPA grants and/or loans for the SUBRECIPIENT.

9.1.5 Take all such other remedies that may be legally available.

9.2 SUSPENSION:

9.2.1 The Department may, for reasonable cause temporarily suspend the SUBRECIPIENT'S operations and authority to obligate funds under this Agreement or withhold payments to the SUBRECIPIENT pending necessary corrective action by the SUBRECIPIENT, or both. Reasonable cause shall be determined by the Department in its sole and absolute discretion, and may include:

- (i) Ineffective or improper use of the ARPA Funds by the SUBRECIPIENT;
- (ii) Failure by the SUBRECIPIENT to materially comply with any term or provision of this Agreement;
- (iii) Failure by the SUBRECIPIENT to submit any documents required by this Agreement; or
- (iv) The SUBRECIPIENT'S submittal of incorrect or incomplete documents.

9.2.2 The Department may at any time suspend the SUBRECIPIENT'S authority to obligate funds, withhold payments, or both.

9.2.3 The actions described in paragraphs 9.2.1 and 9.2.2 above may be applied to all or any part of the activities funded by this Agreement.

9.2.4 The Department will notify the SUBRECIPIENT in writing of any action taken pursuant to this Article, by certified mail, return receipt requested, or by in person delivery with proof of delivery. The notification will include the reason(s) for such action, any conditions relating to the action taken, and the necessary corrective action(s).

9.3 TERMINATION:

9.3.1 Termination Because of Lack of Funds.

In the event the CITY does not receive funds to finance this Agreement from its funding source, or in the event that the CITY'S funding source de-obligates the funds allocated to fund this Agreement, the Department may terminate this Agreement upon not less than twenty-four (24) hours prior notice in writing to the SUBRECIPIENT. Said notice shall be delivered by certified mail, return receipt requested, or by in person delivery with proof of delivery. In the event that the CITY'S funding source reduces the CITY'S entitlement under the ARPA Program, the CITY shall determine, in its sole and absolute discretion, the availability of funds for the SUBRECIPIENT pursuant to this Agreement.

9.3.2 Termination for Breach.

The Department may terminate this Agreement, in whole or in part, in the event the Department determines, in its sole and absolute discretion that the SUBRECIPIENT is not materially complying with any term or provision of this Agreement.

The Department may terminate this Agreement, in whole or in part, in the event that the Department determines, in its sole and absolute discretion, that there exists an event of default under and pursuant to the terms of any other agreement or obligation of any kind or

nature whatsoever of the SUBRECIPIENT to the CITY, direct or contingent, whether now or hereafter due, existing, created or arising.

9.3.3 Unless the SUBRECIPIENT'S breach is waived by the Department in writing, the Department may, by written notice to the SUBRECIPIENT, terminate this Agreement upon not less than thirty (30) days prior written notice. Said notice shall be delivered by certified mail, return receipt requested, or by in person delivery with proof of delivery. Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement. The provisions hereof are not intended to be, and shall not be, construed to limit the Department's right to legal or equitable remedies.

ARTICLE X

MISCELLANEOUS PROVISIONS

10.1 INDEMNIFICATION AND SOVEREIGN IMMUNITY: Except as expressly provided herein, no liability shall attach to the CITY by reason of entering into this Agreement.

A. SUBRECIPIENT shall at all times indemnify, hold harmless and defend the CITY, its officers, officials, employees, volunteers and other authorized agents from and against any and all claims, demands, suit, damages, attorneys' fees, fines, losses, penalties, defense costs or liabilities suffered by the CITY arising directly or indirectly from any act, breach, omission, negligence, recklessness or misconduct of SUBRECIPIENT and/or any of its agents, officers, or employees hereunder, including any inaccuracy in or breach of any of the representations, warranties or covenants made by the SUBRECIPIENT, its agents, officers and/or employees, in the performance of services of this contract. SUBRECIPIENT agrees to investigate, handle, respond to, provide defense for, and defend any such claims at its sole expense and to bear all other costs and expenses related thereto, even if the claim(s) is/are groundless, false or fraudulent. To the extent considered necessary by CITY, any sums due SUBRECIPIENT hereunder may be retained by CITY until all of CITY's claims for indemnification hereunder have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by CITY.

B. SUBRECIPIENT acknowledges and agrees that CITY would not enter into this Agreement without SUBRECIPIENT's indemnification of the CITY. The parties agree that one percent (1%) of the total compensation paid to SUBRECIPIENT hereunder shall constitute specific consideration to

SUBRECIPIENT for the indemnification provided under this Article and these provisions shall survive expiration or early termination of this Agreement.

C. Sovereign Immunity. Nothing in this Agreement shall constitute a waiver by the CITY of its sovereign immunity limits as set forth in section 768.28, Florida Statutes. Nothing herein shall be construed as consent from either party to be sued by third parties.

10.2 AMENDMENTS: No amendments to this Agreement shall be binding unless in writing and signed by both parties hereto. Budget modifications shall be approved by the Department in writing.

10.3 OWNERSHIP OF DOCUMENTS: All documents developed by the SUBRECIPIENT under this Agreement shall be delivered to the CITY upon completion of the activities required pursuant to this Agreement and shall become the property of the CITY, without restriction or limitation on their use if requested by the City. The SUBRECIPIENT agrees that all documents maintained and generated pursuant to this Agreement shall be subject to all provisions of the Public Records Law, Chapter 119, Florida Statutes.

It is further understood by and between the parties that any document which is given by the CITY to the SUBRECIPIENT pursuant to this Agreement shall at all times remain the property of the CITY and shall not be used by the SUBRECIPIENT for any other purpose whatsoever without the prior written consent of the CITY.

10.4 AWARD OF AGREEMENT: The SUBRECIPIENT warrants that is has not employed or retained any person employed by the CITY to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person employed by the CITY any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or resulting from the award of this Agreement.

10.5 NON-DELEGABILITY: The obligations undertaken by the SUBRECIPIENT pursuant to this Agreement shall not be delegated or assigned to any other person or firm, in whole or in part, without the CITY'S prior written consent which may be granted or withheld in the CITY'S sole discretion.

10.6 GOVERNING LAW: Agreement must be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement will be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit will be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER

PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

10.7 CONFLICT OF INTEREST.

10.7.1 SUBRECIPIENT understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112. SUBRECIPIENT covenants that no person under its employ who presently exercises any functions or responsibilities in connection with this Agreement has any personal financial interest, direct or indirect, with CITY except as permitted pursuant to this Agreement. SUBRECIPIENT further covenants that, in the performance of this Agreement, no person having a conflicting interest shall be employed. Any such interests on the part of SUBRECIPIENT or its employees, must be disclosed in writing to the CITY. SUBRECIPIENT is aware of the conflict of interest laws for any ARPA activities as per 31 CFR Part 35 §35.9 Compliance with applicable laws., which states “a recipient must comply with all other applicable Federal statutes, regulations, and Executive orders, and a recipient shall provide for compliance with the American Rescue Plan Act, this subpart, and any interpretive guidance by other parties in any agreements it enters into with other parties relating to these funds.” This includes anyone controlling or influencing any ARPA activities may not: (a) obtain personal or financial interest or benefits, including money, favors, gratuities, entertainment or anything of value that might be interpreted as conflict of interest; (b) obtain a direct or indirect interest in any contract, subcontract or agreement for any ARPA activity. This prohibition extends to contracts in which your spouse, minor child, dependent or business associate may have personal or financial interest. This prohibition extends for a one-year period after you leave a position with an ARPA activity or project; (c) request for exceptions which may enhance the effectiveness of the ARPA project must be made in writing to the CITY and approved by USDT.

10.7.2 The SUBRECIPIENT is aware of the conflict of interest laws of the City of Pompano Beach and the State of Florida (Chapter 112, Florida Statutes), and agrees that it shall comply in all respects with the terms of the same.

10.7.3 Procurement. The SUBRECIPIENT shall comply with the standards contained within the OMB Super Circular, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule”.

10.8 HATCH ACT: Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

10.9 PROTECTION FOR WHISTLEBLOWERS: In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant. The list of persons and entities referenced in the paragraph above includes the following:

- i. A member of Congress or a representative of a committee of Congress;
- ii. An Inspector General;
- iii. The Government Accountability Office;
- iv. A Treasury employee responsible for contract or grant oversight or management;
- v. An authorized official of the Department of Justice or other law enforcement agency;
- vi. A court or grand jury; or
- vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

Subrecipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

10.10 INCREASING SEAT BELT USE IN THE UNITED STATES: Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

10.11 REDUCING TEXT MESSAGING WHILE DRIVING: Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

10.12 NO OBLIGATION TO RENEW: Upon expiration of the term of this Agreement, the SUBRECIPIENT agrees and understands that the CITY has no obligation to renew this Agreement.

10.13 ENTIRE AGREEMENT:

This instrument and its attachments constitute the only Agreement of the parties hereto relating to the ARPA Funds and sets forth the rights, duties, and obligations of each of the parties hereto to the other as of its date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect.

10.14 GENERAL CONDITIONS:

10.14.1 All notices or other communications which shall or may be given pursuant to this Agreement shall be in writing and shall be delivered by in person delivery or by registered mail addressed to the other party at the address indicated herein or as the same may be changed from time to time, upon notice in writing. Such notice shall be deemed given on the day on which personally served, or, if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

CITY OF POMPANO BEACH

Brian Donovan, Assistant City Manager
100 W. Atlantic Blvd.
Pompano Beach, Florida 33060

SUBRECIPIENT

Experience Aviation, Inc.
Barrington Irving, CEO
14850 N.W. 44th Court, Ste. 203
Miami, FL 33054

Office: (305) 547-9508

Email: birving@flyingclassroom.com

10.14.2 Title and paragraph headings are for convenient reference and are not a part of this Agreement.

10.14.3 In the event of conflict between the terms of this Agreement and any terms or conditions contained in any attached documents, the terms in this Agreement shall control.

10.14.4 No waiver of breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

10.14.5 Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida or the City of Pompano Beach, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent

necessary in order to conform with such laws, or if not modifiable to conform with such laws, then same shall be deemed severed, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect.

10.15 INDEPENDENT CONTRACTOR: THE SUBRECIPIENT and its employees and agents shall be deemed to be independent contractors and not agents or employees of the CITY, and shall not attain any rights or benefits under the Civil Service or Pension Ordinances of the CITY or any rights generally afforded classified or unclassified employees; further, they shall not be deemed entitled to the Florida Worker's Compensation benefits as employees of the CITY.

10.16 SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon the parties hereto, and their respective heirs, executors, legal representatives, successors, and assigns.

10.17 SUBRECIPIENT CERTIFICATION. The SUBRECIPIENT certifies that it possesses the legal authority to enter into this Agreement pursuant to authority that has been duly adopted or passed as an official act of the SUBRECIPIENT'S governing body, authorizing the execution of the Agreement, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative of the SUBRECIPIENT to act in connection with this Agreement and to provide proof of such authorization as may be required by the City.

10.18. PUBLIC RECORDS:

A. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The SUBRECIPIENT shall comply with Florida's Public Records Law, as amended. Specifically, the SUBRECIPIENT 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 requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
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 SUBRECIPIENT does not transfer the records to the City.

B. Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the SUBRECIPIENT, or keep and maintain public records required by the City to perform the service. If the SUBRECIPIENT transfers all public records to the City upon completion of the contract, the

SUBRECIPIENT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the SUBRECIPIENT keeps and maintains public records upon completion of the contract, the SUBRECIPIENT 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.

- C. Failure of the SUBRECIPIENT to provide the above described public records to the City within a reasonable time may subject SUBRECIPIENT to penalties under 119.10, Florida Statutes, as amended.

PUBLIC RECORDS CUSTODIAN

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

100 W. Atlantic Blvd., Suite 253

Pompano Beach, Florida 33060

(954) 786-4611

RecordsCustodian@copbfl.com

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective officials thereunto duly authorized on the date above written.

"SUBRECIPIENT"

Experience Aviation, Inc., a Florida Limited Liability corporation

Witnesses:

[Signature]

By: [Signature]
Barrington Irving, CEO

Jessica Winship
Printed Name

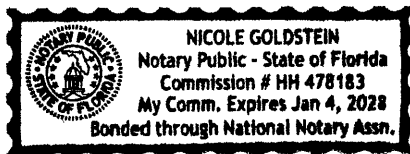
[Signature]

Stephen Gallagan
Printed Name

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me, via physical presence or online notarizations, this 18 day of SEPTEMBER, 2024, by Barrington Irving as CEO of Experience Aviation, Inc., a Florida Limited Liability Company on behalf of the company, who is personally known to me or has produced identification _____ (Type of identification produced _____)

NOTARY'S SEAL:



[Signature]
NOTARY PUBLIC, STATE OF FLORIDA

NICOLE GOLDSTEIN
(Name of Acknowledger Typed, Printed or Stamped)

HH 478183
Commission Number

“CITY”:

CITY OF POMPANO BEACH

By: _____
REX HARDIN, MAYOR

By: _____
GREGORY P. HARRISON, CITY MANAGER

Attest:

KERVIN ALFRED, CITY CLERK

(SEAL)

Dated: _____

APPROVED AS TO FORM:

MARK E. BERMAN, CITY ATTORNEY

Exhibit A – Work Program Scope

PROJECT DESCRIPTION

The City of Pompano Beach has retained the Barrington Irving with Experience Aviation, Inc. (“SUBRECIPIENT”) to launch a Pre-Apprenticeship & Workforce Development STEM Program within the City of Pompano Beach. This is an American Rescue Plan Act (“ARPA”) funded time-limited Project. The aviation workforce continues to age within technically skilled industries. The average age of a technician is 54 years old, pilots are in high demand as well, and the industry struggles to attract future talent. Employers are seeking to hire for capability, competency, and skills. Although the industry faces shortages, there are underutilized talent pools within local communities, especially in Pompano Beach.

This program will provide a workforce education program that provides jobs for city residents in the aviation field. This unique program will utilize the facilities of Captain Irving’s Technical Training School to provide students with all the training and job-ready skills to enter the aviation industry. The training will be provided at no cost to the participants. The facility is located at the City’s Airport so that students have the ability to witness first-hand the workings of the industry.

It is anticipated that the Project will serve up to 60 high school students and 40 adults over an 18-month period. The program will first focus on supporting high school students in being upskilled, trained, and prepared to complete their first internship within the aviation industry. The young adults who enter the program will be trained with the necessary skills to receive entry-level career positions within the aviation industry.

SCOPE OF SERVICES

The job training will promote strong, equitable growth with economic and racial equity as a goal by engaging the affected populations and stakeholders. The City has capital investments that have positioned Pompano Beach as an attractive location for the aviation industry. Thus, job training is developed with local employers’ needs in mind in the aviation industry for populations that were among the most severely impacted by the COVID pandemic. The assistance includes resources for people with barriers to employment who faced negative economic impacts from the pandemic (such as residents of low-income neighborhoods, minorities, disconnected youth, the unemployed, formerly incarcerated, veterans, and people with disabilities). Other assistance includes bus passes, free training, job search, job placement, etc., to provide disadvantaged groups with access to education, jobs, and opportunities. The project targets economically disadvantaged communities, as defined by HUD’s Qualified Census Tract. The programs are provided at physical locations where the majority of sites are within Qualified Census Tracts and where the primary intended beneficiaries live within Qualified Census Tracts of 108, 302, 303, 304, 305 and 308.

Contractor shall assist the CITY with the following items.

Specific Management Services

Contractor will ensure coordination between the City, pompano schools, residents, local and regional employers and other partners. All training will be provided through the Barrington Irving Technical Training School. The Subrecipient will work with the City, aviation and education stakeholders to solicit community input to develop a selection process. final selections are made by the Subrecipient.

The Contractor will provide the following Services:

- Virtual and in-person instruction: The Contractor will provide direct instruction for students who join the virtual and in-person sessions. This includes lesson planning, test preparation, and paced instruction. In-person training will be held at the Pompano Beach Airpark. Instruction will be provided by leaders in the field who are currently in the workforce. Instruction will be delivered through engaging videos, hands-on experiences, trivia, project-based challenges, and more. Students will become intrigued by the content and learning.
- Coordination of hands-on training: The contractor will assign one or two instructors per session. Over a 16-week period the instructors will ensure that students complete their work, understand the content, and are engaged in the learning. The Contractor will work with participants to develop a schedule that will maximize participation.
- Uniforms: The Contractor will provide polos and t-shirts for participants.
- Tools and Material Kits: All candidates will be provided with the proper work benches and stools within the hanger. Candidates are provided usage of tools during training hours, which includes but is not limited to: Hand Tool & ID Safety Kit, Torque Certification Kit, Precision Measuring, Multimeter Kit, Structural Sheet Metal Assembly, Precision Measuring Kit, and other essentials. The material kits will include the necessary documents needed to complete the content focused activities.
- Micro Credentialing: participants will receive National Air Transportation Association credentialing and NC3 Certification.
- Community Outreach / Student Expedition: The contractor will contact local community groups and organizations and coordinate aviation-focused field trips. Fields Trips will include but not be limited to: Opa-Locka Airport and Barrington Irving Technical Training School Headquarters, Atlantic Aviation, Signature Aviation, Shelt Air, and Maintenance Repair Facilities.
- Performance monitoring: The Contractor will identify and implement improvement opportunities
- Reporting: The Contractor will provide monthly reports to the City as to progress of the Program. Reports shall include the name, address, phone number and email of residents being served.

The Contractor will secure the services of a Project Coordinator who will run the day-to-day activities of the Project, be responsible for the participants overall experience and manage daily logistical activities.

The Project will conclude with a graduation and final report. The Project will partner with local employers to recruit from the successful pool of graduates.

General Management Services

The Contractor will serve as the point of contact as well as work with partner agencies to develop specialized training and assist industry employers with recruiting efforts. A select group of students will be provided the opportunity to train for a total of 16 weeks during fall 2024 and spring 2025.

Exhibit B – Compensation and Budget Summary

Budget includes items that reduce barriers, incentivizes participation by residents and staff cost to operate the program. The City shall pay Barrington Irving Technical Training School, LLC (hereinafter referred to as the "SUBRECIPIENT") as maximum compensation for the services required pursuant to this Agreement the sum of **Two Hundred Thousand Dollars (\$200,000)**.

BUDGET				
ITEM	QUANTITY	UNIT COST	TOTAL	NOTES
Facilities				
Rent	18	\$7,350	\$132,300	Monthly rent
Office Expenses				
Electric	15,600kw	\$.11	\$1,716	Est Annual cost
Internet	1	\$1,000	\$1,000	Est Annual cost
Phones	2	\$1,342	\$2,684	Est Annual cost
Marketing				
4' x 8' banner	2	\$200.	\$400.	Promotional
4' x 6' banner	2	\$150.	\$300.	Promotional
Promotional Post Card Design, Print, Mailing			\$700	
Equipment & Tools				
Snap-on NC3 Micro Credentialing			\$45,000	
Insurance				
General Liability			\$5,900	
Program Expenses: \$190,000				
Staff Expenses: \$10,000				
Administrative Assistant	Based on hours worked	\$20.00/Hr	Based on hours worked	Up to total Program limit of 460 hours
Grand Total			\$200,000.00	

- A. All payments shall be in the form of reimbursements for program services provided. SUBRECIPIENT will be paid according to the approved budget submitted to the CITY for the specific program.
- B. During the term hereof and for a period of one (1) year following the date of the last payment made hereunder, the CITY shall have the right to review and audit the time records and related records of the SUBRECIPIENT pertaining to any payments by the CITY.
- C. The Sub-Recipient shall submit invoices no more frequently than monthly, detailing all services provided and expenses incurred. Reimbursement requests should be electronically submitted to the City.
- D. The SUBRECIPIENT must submit the final request for payment to the City within 30 calendars days following the expiration date or termination date of this Agreement. If the SUBRECIPIENT fails to comply with this requirement, the SUBRECIPIENT shall forfeit all rights to payment and the City shall not honor any request submitted thereafter.
- E. Any payment due under this Agreement may be withheld pending the receipt and approval by the City of all reports due from the SUBRECIPIENT as a part of this Agreement and any modifications.

Barrington Irving Found & CEO	09/18/2024
Name and Title	Date

EXHIBIT C

CITY OF POMPANO BEACH – OFFICE OF THE CITY MANAGER

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies to the best of his or her knowledge and belief, that:

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

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

(1) These undersigned shall require that the language of this certification be included in the award documents for "All" sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Experience Aviation, Inc. _____

SUBRECIPIENT

Barrington Irving _____

PRINT NAME OF CERTIFYING OFFICIAL



09/18/2024

SIGNATURE OF CERTIFYING OFFICIAL

DATE

* Note: In these instances, "All" in the Final Rule is expected to be clarified to show that it applies to covered contract/grant transactions over \$100,000 (per OMB).

EXHIBIT D

CITY OF POMPANO BEACH – OFFICE OF THE CITY MANAGER

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTIONS

1. The Subrecipient certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph 1.b of this certification;
and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall submit an explanation to the City of Pompano Beach.

SUBRECIPIENT

Barrington Irving _____

PRINT NAME OF CERTIFYING OFFICIAL



SIGNATURE OF CERTIFYING OFFICIAL

09/18/2024 _____

DATE

EXHIBIT E

CITY OF POMPANO BEACH – OFFICE OF THE CITY MANAGER

SWORN STATEMENT PURSUANT TO SECTION 287.133(3) (A). FLORIDA STATUTES ON PUBLIC ENTITY CRIME

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to _____

By _____

(print this individual's name and title)

for _____

(print name of entity submitting statements)

whose business address is _____

and if applicable is Federal Employer Identification Number (FEIN) is _____

If the entity has no FEIN, include the Social Security Number of the individual signing this sworn Statement:

2. I understand that a "public entity crime" as defined in paragraph 287.133(1)(a), Florida Statutes, mean a violation of any state or federal law by a person with respect to and directly related to the transactions of business with any public entity or with an agency or political subdivision of any other state or with the United States including, but not limited to any bid or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes means a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a Jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in a relation to the entity submitting this sworn statement. (Please indicate which statement applies).

Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or any affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months. AND (Please indicate which additional statement applies).

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months. However, there has been a subsequent proceeding before a Hearing Officers of the State of Florida, Division of Administrative Hearings and the Final Order by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attached is a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THE PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED AND FOR THE PERIOD OF THE CONTRACT ENTERED INTO, WHICHEVER PERIOD IS LONGER. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

Sworn to me and subscribed before me this _____ day of _____, 2024

Personally known _____

Or produced identification **Notary Public—State of** _____

(Type of Identification) My commission expires _____

(Printed, typed or stamped commissioned name of notary public)

EXHIBIT F

CITY OF POMPANO BEACH – OFFICE OF THE CITY MANAGER

Insurance Requirements

SUBRECIPIENT shall not commence services under the terms of this Agreement until certification or proof of insurance detailing terms and provisions has been received and approved in writing by the CITY's Risk Manager. If you are responding to a bid and have questions regarding the insurance requirements hereunder, please contact the City's Purchasing Department at (954) 786-4098. If the contract has already been awarded, please direct any queries and proof of the requisite insurance coverage to City staff responsible for oversight of the subject project/contract.

SUBRECIPIENT is responsible to deliver to the CITY for timely review and written approval/disapproval Certificates of Insurance which evidence that all insurance required hereunder is in full force and effect and which name on a primary basis, the CITY as an additional insured on all such coverage.

Throughout the term of this Agreement, CITY, by and through its Risk Manager, reserve the right to review, modify, reject or accept any insurance policies required by this Agreement, including limits, coverages or endorsements. CITY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.

Failure to maintain the required insurance shall be considered an event of default. The requirements herein, as well as CITY's review or acceptance of insurance maintained by SUBRECIPIENT, are not intended to and shall not in any way limit or qualify the liabilities and obligations assumed by SUBRECIPIENT under this Agreement.

Throughout the term of this Agreement, SUBRECIPIENT and all subcontractors or other agents hereunder, shall, at their sole expense, maintain in full force and effect, the following insurance coverages and limits described herein, including endorsements.

A. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440. SUBRECIPIENT further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

B. Liability Insurance.

(1) Naming the City of Pompano Beach as an additional insured as CITY's interests may appear, on General Liability Insurance only, relative to claims which arise from SUBRECIPIENT's negligent acts or omissions in connection with SUBRECIPIENT's performance under this Agreement.

(2) Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

Type of Insurance	Limits of Liability		
GENERAL LIABILITY:	Minimum 1,000,000 Per Occurrence and \$2,000,000 Per Aggregate		
* Policy to be written on a claims incurred basis			
XX comprehensive form	bodily injury and property damage		
XX premises - operations	bodily injury and property damage		
___ explosion & collapse hazard			
___ underground hazard			
XX products/completed operations hazard	bodily injury and property damage combined		
XX contractual insurance	bodily injury and property damage combined		
XX broad form property damage	bodily injury and property damage combined		
XX independent CONTRACTORS	personal injury		
XX personal injury			
___ sexual abuse/molestation	Minimum \$1,000,000 Per Occurrence and Aggregate		
___ liquor legal liability	Minimum \$1,000,000 Per Occurrence and Aggregate		

AUTOMOBILE LIABILITY:	<input checked="" type="checkbox"/>	Minimum \$1,000,000 Per Occurrence and \$1,000,000 Per Aggregate. Bodily injury (each person) bodily injury (each accident), property damage, bodily injury and property damage combined.	
XX comprehensive form	<input type="checkbox"/>	Minimum \$10,000/\$20,000/\$10,000 (Florida's Minimum Coverage)	
XX owned			
XX hired			
XX non-owned			

REAL & PERSONAL PROPERTY			
___ comprehensive form	Agent must show proof they have this coverage.		

EXCESS LIABILITY		Per Occurrence	Aggregate
___ other than umbrella	bodily injury and property damage combined	\$2,000,000	\$2,000,000

PROFESSIONAL LIABILITY		Per Occurrence	Aggregate
___ * Policy to be written on a claims made basis		\$1,000,000	\$1,000,000

(3) If Professional Liability insurance is required, SUBRECIPIENT agrees the indemnification and hold harmless provisions set forth in the Agreement shall survive the termination or expiration of the Agreement for a period of three (3) years unless terminated sooner by the applicable statute of limitations.

C. Employer's Liability. If required by law, SUBRECIPIENT and all subcontractors shall, for the benefit of their employees, provide, carry, maintain and pay for Employer's Liability Insurance in the minimum amount of One Hundred Thousand Dollars (\$100,000.00) per employee, Five Hundred Thousand Dollars (\$500,000) per aggregate.

D. Policies: Whenever, under the provisions of this Agreement, insurance is required of the SUBRECIPIENT, the SUBRECIPIENT shall promptly provide the following:

- (1) Certificates of Insurance evidencing the required coverage;
- (2) Names and addresses of companies providing coverage;
- (3) Effective and expiration dates of policies; and

(4) A provision in all policies affording CITY thirty (30) days written notice by a carrier of any cancellation or material change in any policy.

E. Insurance Cancellation or Modification. Should any of the required insurance policies be canceled before the expiration date, or modified or substantially modified, the issuing company shall provide thirty (30) days written notice to the CITY.

F. Waiver of Subrogation. SUBRECIPIENT hereby waives any and all right of subrogation against the CITY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then SUBRECIPIENT shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy not specifically prohibiting such an endorsement, or voids coverage should SUBRECIPIENT enter into such an agreement on a pre-loss basis.

Exhibit G

CITY OF POMPANO BEACH – OFFICE OF THE CITY MANAGER

SUBRECIPIENT RESOURCES

SUBRECIPIENT may access certain applicable compliance guidance relative to ARPA funds at the link below, to include the Interim Finance Rule (31 CFR Part 35) and FAQs (as amended from time to time):
<https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-funds>