

CITY OF HALLANDALE
CITY MANAGER

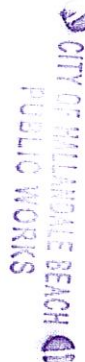
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Environmental Protection and Growth Management Department
HOUSING FINANCE AND COMMUNITY REDEVELOPMENT DIVISION
110 NE 3rd Street, 3rd Floor • Fort Lauderdale, Florida 33301 • 954-357-4900 • FAX 954-357-8221

March 14, 2017

Roger Carlton, City Manager
City of Hallandale Beach
400 South Federal Highway
Hallandale Beach, FL 33309

2017 MAR 21 AM 10:42



**Subject: Notice To Incur Costs
42nd Year CDBG Funding Award
City of Hallandale Beach
Public Works Improvement Project- \$109,842**

Dear Mr. Carlton:

Please find enclosed the executed original Agreement between Broward County and **City of Hallandale Beach** to provide funding for **Public Works Improvement Project** in the amount of **\$109,842.00**.

You are hereby authorized to incur costs for this project as of **October 1, 2016** until the contract expiration date of **September 30, 2017**.

Please be advised that your organization is required to submit all requests for amendments to this agreement in writing to the Housing Finance and Community Development Division Director, not less than 90 days prior to the termination date of this agreement. Also, please note that the Monthly Progress Reports (see Exhibit "D") should be received by the 15th of the month that follows the reporting month.

Due to U.S. Department of Housing and Urban Development expenditure rate requirements placed on CDBG Program funds, please be advised that any time extension requests will be carefully reviewed for authorization by this office.

You should direct any questions or concerns to Bram Persaud, Community Development Specialist, of my staff at (954) 357-4937.

Sincerely,


Ralph Stone, Director
Housing Finance and Community Redevelopment Division



AGREEMENT

Between

BROWARD COUNTY

and

CITY OF HALLANDALE BEACH

PROVIDING FOR FUNDING AND ADMINISTRATION OF
42nd YEAR COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAMS

for

PUBLIC WORKS IMPROVEMENT PROJECT

IN THE AMOUNT OF \$109,842

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AGREEMENT

Between

BROWARD COUNTY

and

CITY OF HALLANDALE BEACH

PROVIDING FOR FUNDING AND ADMINISTRATION OF
42nd YEAR COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAMS

for

PUBLIC WORKS IMPROVEMENT PROJECT

IN THE AMOUNT OF \$109,842

This is an Agreement ("Agreement"), made and entered into by and between: BROWARD COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY,"

and

CITY OF HALLANDALE BEACH, a municipal corporation of the State of Florida, hereinafter referred to as "CITY," collectively referred to as the "Parties."

RECITALS

WHEREAS, COUNTY is a recipient of Community Development Block Grant ("CDBG") funds from the United States Department of Housing and Urban Development ("HUD") pursuant to 24 CFR Part 570; and

WHEREAS, on May 24, 2016, the Broward County Board of County Commissioners adopted Resolution #2016-304 approving FY 2016 - 2017 CDBG funding to CITY under COUNTY's CDBG Program for public works improvements in CITY, under the terms more specifically described herein; NOW, THEREFORE,

IN CONSIDERATION of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, the Parties agree as follows:

ARTICLE 1 - DEFINITIONS

The following definitions apply unless the context in which the word or phrase is used requires a different definition:

- 1.1 **Agreement** - This Agreement includes Articles 1 through 12, the exhibits and documents that are expressly incorporated herein by reference.
- 1.2 **Board** - The Board of County Commissioners of Broward County, Florida.
- 1.3 **CDBG Funds** - The Community Development Block Grant Funds provided to CITY under this Agreement.
- 1.4 **CDBG Program or Program** - The Community Development Block Grant Program applied for by COUNTY and awarded by HUD, as authorized pursuant to Title I, Housing and Community Development Act of 1974, Public Law 93-383, as amended, and codified at 42 U.S.C. 5301 et seq.
- 1.5 **CFR** - The Code of Federal Regulations is the codification of rules and regulations published in the Federal Register by the executive departments and agencies of the federal government of the United States.
- 1.6 **Contract Administrator** - The Community Development Specialist or Division Manager designated by the Division Director. The primary responsibilities of the Contract Administrator are to coordinate and communicate with CITY's Designated Representative to manage and supervise execution and completion of the Project and the terms and conditions of this Agreement as set forth herein. In the administration of this Agreement, as contrasted with matters of policy, the Parties may rely on the instructions or determinations made by the Contract Administrator; provided, however, that such instructions and determinations do not change the Project.
- 1.7 **County Administrator** - The administrative head of COUNTY appointed by the Board.
- 1.8 **County Attorney** - The chief legal counsel for COUNTY appointed by the Board.
- 1.9 **Division** - The Housing Finance and Community Redevelopment Division.
- 1.10 **HUD** - The United States Department of Housing and Urban Development.
- 1.11 **Project** - The Project consists of the work, services, and activities described in Article 3.
- 1.12 **Rules and Regulations of HUD** - The rules and regulations of HUD including, but not limited to, 24 CFR Part 570, "Community Development Block Grant

Regulations"; and the applicable provisions under the following: 24 CFR Part 91 "Consolidated Submissions for Community Planning and Development Programs"; 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards"; and any Executive Orders issued by the Federal Government or any final rule changes set forth in the Federal Register impacting the CDBG Program; as amended from time to time, and which are incorporated herein by reference.

- 1.13 **Subconsultant or Subcontractor** - A firm, partnership, corporation, independent contractor (including 1099 individuals), or combination thereof providing services under this Agreement through CITY for all or any portion of the work or activities. The term "Subconsultant" shall include all "Subcontractors" and the term "Subcontractor" shall include all "Subconsultants" and the Design Professionals and Construction Contractors hired by CITY to perform the design services and capital improvements under this Agreement.

ARTICLE 2 - PREAMBLE

- 2.1 Title I of the Housing and Community Development Act of 1974 (Public Law 93-383), as amended, consolidated several existing categorical programs for community development into a single program of CDBGs for the purpose of allowing local discretion as to the determination of needs and priorities for a community development program. The needs and priorities of community development in COUNTY were determined through consultation with representatives of the community participating in COUNTY's CDBG Program.
- 2.2 Pursuant to 24 CFR Part 570.302, the Project was included in COUNTY's CDBG Program Consolidated Plan submission to HUD in accordance with 24 CFR Part 91, and is eligible to receive CDBG Funds as it complies with at least one (1) of the following three (3) national objectives under 24 CFR Parts 570.200(a)(2) and 570.208:
- 2.2.1 Activities benefiting low and moderate income persons.
 - 2.2.2 Activities which aid in the prevention or elimination of slums or blight.
 - 2.2.3 Activities designed to meet community development needs having a particular urgency.
- 2.3 Under the Rules and Regulations of HUD, COUNTY is the administrator for the Program and is mandated to comply with all applicable statutes, rules, and regulations of the United States relating to the allocation and expenditure of CDBG Funds as well as protecting the interests of certain classes of individuals who reside in COUNTY.

- 2.4 COUNTY desires to disburse CDBG Funds to CITY and has obtained assurances from CITY that it will comply with all applicable statutes, codes, rules, and regulations of the United States, the Rules and Regulations of HUD, the State of Florida, and COUNTY relating to the Project and the Program, as a condition precedent to the release of such CDBG Funds to CITY.
- 2.5 COUNTY shall conduct all programs and activities relating to housing and community development in a manner which will affirmatively further fair housing. COUNTY shall fund only subrecipients who have taken steps to promote fair housing.
- 2.6 In the event CITY is found to be taking actions designed to discourage affordable housing for sale or rent within the boundaries of COUNTY, CITY shall not be eligible to receive CDBG Funds under this Agreement.
- 2.7 In accordance with 2 CFR Part 2400.101, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards set forth in 2 CFR Part 200 are applicable to the CDBG Funds provided by COUNTY under this Agreement. In accordance with 2 CFR Part 200.101(b)(3), with the exception of the requirements set forth in 2 CFR Part 200, Subpart F, Audit Requirements, in the event any of the provisions of Federal statutes or regulations relating to the CDBG Program differ from the provisions set forth in 2 CFR Part 200, the provision of the Federal statutes or regulations shall govern.
- 2.8 This Agreement is subject to the availability of funds as more specifically described in Articles 4 and 10.

ARTICLE 3 - PROJECT

- 3.1 CITY shall provide and implement public works improvements as outlined in Exhibit "A," Project Description, attached hereto. The Project complies with the national objective under 24 CFR Part 570.208(a)(1), "Area Benefit Activities." In the event the Project is constructed, provided, located, or implemented on CITY's property, CITY shall assume all liability for same upon completion of the Project.
- 3.2 CITY shall comply with the Project Schedule/Timeline set forth in Exhibit "C," attached hereto. Failure to maintain the implementation schedule within sixty (60) days of the deadlines identified in Exhibit "C" may warrant a full review by the Division to meet HUD's required expenditure rates for the Program year. In the event CITY fails to maintain the implementation schedule within ninety (90) days of the deadlines identified in Exhibit "C," COUNTY may terminate this Agreement in accordance with Article 10, and all uncommitted and unexpended funds may be transferred to the contingency account or be reprogrammed consistent with the Housing and Community Development Act of 1974, as amended (42 U.S.C. Section 5301-5320).

- 3.3 All plan and specifications prepared or to be used for the Project shall be certified and approved by CITY and submitted to the Division for approval prior to advertisement or implementation, as applicable.
- 3.4 The Division may issue a Stop Order to CITY which shall halt all work on the Project in the event that the work is not being performed in accordance with the approved plans and specifications or when, in the Division Director's judgment, CITY, or any Subcontractor, has violated federal guidelines or regulations, or the terms of this Agreement.
- 3.5 The Division will carry out periodic monitoring and evaluation activities as determined necessary by the Division. The continuation of this Agreement is dependent upon satisfactory evaluations by the Division. Such evaluation will be based on the terms of this Agreement, comparisons of planned versus actual progress relating to the Project's scheduling, budgets, in-kind contributions, and output measures. Upon request, CITY shall furnish to the Division Director, COUNTY, or their designees, such records and information, including copies or transcriptions, as is determined necessary by the Division Director or COUNTY. CITY shall submit on a monthly and quarterly basis, and at other times upon the request of the Division Director, information and status reports required by Division, COUNTY, or HUD on forms approved by the Division Director.
- 3.6 In the event CITY uses a Subcontractor to perform any design or construction activities for the Project, CITY shall comply with the following requirements:
- 3.6.1 CITY shall provide the Contract Administrator with a copy of all contracts and correspondence between CITY and the Subcontractor, and any correspondence related thereto, if requested by COUNTY.
- 3.6.2 CITY's contract for design professional services shall include, but is not limited to, civil, structural, mechanical, and electrical engineering, and architectural services, as applicable for the Project, including all necessary, incidental and related activities and services required by the Project's scope and contemplated in the Subcontractor's level of effort. The following requirements shall be applicable to the preparation of schematic design, design development, and contract documents:
- a) Schematic Design. The Subcontractor shall prepare and submit for approval by CITY, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of Project components. CITY shall provide the Contract Administrator with a copy of the approved Schematic Design Documents. Additionally, the Subcontractor shall submit to CITY a written Statement of Probable Construction Cost based on current area, volume, or other unit costs. The Subcontractor shall research all applicable codes, ordinances, rules, regulations, and

requirements of governmental authorities having jurisdiction over the Project

- b) Design Development. The Subcontractor shall prepare and submit for approval by CITY, Design Development Documents consisting of drawings and other documents describing the size and character of the entire Project including, as applicable, architectural, structural, mechanical, electrical, material specifications, and such other essential elements as may be appropriate. CITY shall provide the Contract Administrator with a copy of the approved Design Development Documents. The Subcontractor shall consider the availability of materials, equipment, and labor, construction sequencing and scheduling, economic analysis of construction and operations, user safety, maintenance requirements, and energy conservation.

The Design Development Documents shall include, but are not limited to, the following:

1. Expansion of the architectural, structural, mechanical, and electrical Schematic Design Documents to establish the final scope, relationships, forms, size, and appearance of the Project through appropriate plans, sections, elevations, and typical construction details; three dimensional sketches; basic materials and finishes; equipment and furniture layouts and space requirements; basic structural system and dimensions; energy conservation measures; outline specifications; basic selection of mechanical and electrical equipment and their capabilities;
2. Development scheduling services including, but not limited to, reviewing and updating previously established schedules; and
3. Written Statement of Probable Construction Cost including, but not limited to, updating and refining the Schematic Design Phase Statement of Probable Construction Cost.

- c) Contract Documents. The Subcontractor shall prepare from the approved Design Development Documents the working drawings and specifications, setting forth in detail the work to be done, materials, quality of work, finishes, and equipment required for the architectural, structural, mechanical, and electrical work, and the necessary bidding information (collectively referred to as the "Contract Documents"). The Subcontractor shall, in the preparation of the drawings and specifications for construction, take into

account all prevailing codes and regulations governing construction in Broward County, and update and revise the Probable Construction Costs, as necessary. The Contract Documents shall be sufficiently complete and include sufficient detail to permit issuance of a building permit and obtain responsive bids. CITY shall provide a copy of the final Contract Documents to the Contract Administrator, if requested by COUNTY.

- 3.6.3 CITY's contract for any construction activities shall include, but is not limited to, labor, materials, equipment, and other services necessary to perform all of the work described in the Contract Documents for the construction of the Project in accordance with all requirements and provisions of the codes as defined by plan review incident to permitting. The Project also includes all Project site preparations including, but not limited to, pre-inspection, examination, tests and borings, and discovery of the site conditions and other similar activities.
- 3.7 At the conclusion of each design phase provided for in Subsection 3.6.2, CITY shall provide the associated deliverable and shall submit an invoice for payment utilizing the form provided in Exhibit "E," Request for Payment."
- 3.8 CITY's construction activities shall be in accordance with the Project Schedule, which shall indicate the dates for the commencement and completion of the various stages of construction and shall be revised as required by the conditions of the Project. The Project's construction schedule shall be updated at least monthly by CITY or its Subcontractor.
- 3.9 CITY shall use its own procurement procedures for the procurements of property and services, which shall comply with applicable state and local laws and regulations, and all procurement shall be in compliance with all applicable federal laws including, but not limited to, 24 CFR Parts 570.502 and 570.610, and the Procurement Standards set forth in 2 CFR Part 200, Subpart D.
- 3.10 CITY shall submit written notification to the Division of all pre-bid and preconstruction meetings at least two (2) weeks prior to the actual date of the meetings.
- 3.11 All change orders shall receive prior written approval from the Contract Administrator.
- 3.12 At the completion of the Project, "as-built" drawings, when determined necessary by the Division Director, shall be submitted to the Division prior to approval of the final payment by COUNTY.
- 3.13 In the event CITY is unable to complete the Project because of delays resulting from untimely review by COUNTY or other governmental authorities having

jurisdiction over the Project, and such delays are through no fault of CITY, COUNTY shall grant a reasonable extension of time for completion of the services, provided that such extension shall be without additional funding. It shall be CITY's responsibility to notify COUNTY promptly in writing whenever a delay in approval by a governmental agency is anticipated or experienced, and to inform COUNTY of all facts and details related to the delay.

- 3.14 CITY shall meet or exceed the standards described in the Project Description attached hereto as Exhibit "A," if applicable, and all applicable codes, ordinances, statutes, and any other regulations imposed by any regulatory body or authority governing the design, permitting, construction, and approval of the Project.
- 3.15 CITY shall meet with COUNTY at reasonable times and with reasonable notice to discuss the Project.
- 3.16 CITY shall provide COUNTY with Monthly Progress Reports utilizing the form provided in Exhibit "D," attached hereto, which shall indicate the status of all outstanding work that has been authorized by COUNTY for the Project, including the planned versus actual progress of each individual project based on the Project's schedule and budget. Such reports shall be submitted to the Division on the first business day following the end of the preceding month.
- 3.17 No extension of time shall be granted for delays resulting from normal weather conditions prevailing in the area as defined by the average of the last ten (10) years of weather data recorded in the Fort Lauderdale/Hollywood International Airport Weather Station.

ARTICLE 4 - FUNDING AND METHOD OF PAYMENT AND PROVISIONS RELATING TO THE USE OF THE FUNDS

- 4.1 The maximum amount payable by COUNTY under this Agreement shall be One Hundred Nine Thousand Eight Hundred Forty-two and 00/100 Dollars (\$109,842).
- 4.2 COUNTY shall reimburse CITY for the Project expenses incurred as provided in Exhibit "B," Budget Table/Costs for Project, attached hereto, provided a suspension of payment as provided in this Agreement has not occurred, and provided further that CITY complies with the procedures for invoices and payments set forth in this Article. At no time shall COUNTY distribute CDBG Funds to CITY if it has not provided the required deliverables.
- 4.3 CITY shall invoice COUNTY monthly, if eligible Project expenditures have been made, utilizing the form provided in Exhibit "E," Request for Payment, for Project costs described in Exhibit "A," Project Description, on the following basis, as applicable:

- 4.3.1 CITY shall provide COUNTY with an executed original of each Subcontractor contract authorizing services, work, or activities to be performed for the Project.
- 4.3.2 CITY shall provide COUNTY with documentation of any leveraging, as described in Exhibit "B," Budget Table/Costs for Project, which has occurred during each month.
- 4.3.3 CITY shall submit a certified copy of the purchase order or other CITY document authorizing the services, work, activities, or materials for which it is invoicing.
- 4.3.4 CITY shall submit to COUNTY a certified copy of all Subcontractor invoices for the Project indicating the services rendered or materials purchased and the dates for same.
- 4.3.5 CITY's administrator or the administrator's authorized representative shall certify that the services, work, activities, or materials being invoiced have been received or completed.
- 4.3.6 Upon submittal of the final invoice for reimbursement of eligible Project expenditures made during the term of this Agreement, CITY shall provide COUNTY with a final and complete Monthly Progress Report, utilizing the form provided in Exhibit "D."
- 4.4 CITY's invoices for reimbursement of construction expenditures shall identify the specific project number, nature of the work performed, phase of work, estimated percent of work accomplished, and include a summary of fees with accrual of the total and credits for portions paid previously. Invoices for each phase shall not exceed the amounts allocated to that phase.
- 4.5 Following receipt of invoices and supporting documentation, as described in Section 4.3, the Division shall review the invoices and supporting documentation to determine whether the items invoiced have been received or completed and that the invoiced items are proper for payment. Upon determination by the Division that the items invoiced have been received or completed, the Division shall make payment to CITY the amount it determines to be payable. Payment for travel expenses, if any, shall be made in accordance with COUNTY guidelines for travel reimbursement.
- 4.6 CITY shall disclose to COUNTY any and all third party funding, whether public or private, for the Project. No COUNTY funding shall be used to supplant existing third party funding.

- 4.7 CITY shall not be entitled to payment by COUNTY for any invoices received by COUNTY later than sixty (60) days after expiration or termination of this Agreement, except for any invoice for release of retainage held by COUNTY, which requires CITY to provide release of liens. The release of retainage by COUNTY upon CITY's submittal of the release of liens shall survive expiration or earlier termination of this Agreement.
- 4.8 COUNTY shall pay CITY within thirty (30) calendar days from receipt of CITY's Request for Payment for reimbursement of eligible Project expenses, in accordance with COUNTY's Prompt Payment Ordinance, Section 1-51.6, Broward County Code of Ordinances, ninety percent (90%) of the total shown to be due on such invoice. When the services to be performed on the Project are fifty percent (50%) complete and upon written request by CITY, COUNTY shall assess whether the Project is progressing in a satisfactory manner, in its sole discretion, and may authorize that subsequent payments may be increased to ninety-five percent (95%) of the total shown to be due on subsequent invoices. Upon CITY's satisfactory completion of the Project and after COUNTY's review and approval, COUNTY shall remit to CITY the ten percent (10%) or five percent (5%) portion of the amounts previously withheld. To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the Request for Payment form provided in Exhibit "E." Payment may be withheld for failure of CITY to comply with any term, condition, or requirement of this Agreement.
- 4.9 CITY shall notify the Division at least forty-eight (48) hours in advance of the date that work on the Project will be initiated in order that on-site inspections may be conducted by COUNTY.
- 4.10 CITY shall expend the CDBG Funds allocated to the Project by the end of the term of this Agreement. All CDBG Funds not expended within the term of this Agreement shall remain in the custody and control of COUNTY.
- 4.11 COUNTY may suspend payment under this Agreement for any of the following events:
- 4.11.1 Ineligible use of CDBG Funds;
 - 4.11.2 Failure to comply with the terms of this Agreement;
 - 4.11.3 Failure to submit reports as required, including a favorable audit report;
 - 4.11.4 Submittal of incorrect or incomplete reports in any material respect; and
 - 4.11.5 Failure to comply with the indemnification obligations under this Agreement.

In the event COUNTY elects to withhold payment to CITY pursuant to this Section 4.11, COUNTY shall specify the action(s) that must be taken by CITY as a condition precedent to resumption of payments, and should specify a reasonable date for compliance.

4.12 Payments to CITY shall be sent to:

Roger Carlton, City Manager
City of Hallandale Beach
400 South Federal Highway
Hallandale Beach, Florida 33309

4.13 Any documentation required under this Agreement shall be furnished to COUNTY at the following address:

Ralph Stone, Director
Broward County Housing Finance and Community Redevelopment
Division
110 N.E. 3rd Street - Third Floor
Fort Lauderdale, Florida 33301

4.14 At the sole discretion of the Division Director, unexpended CDBG Funds not provided to or reimbursed to CITY under the terms of this Agreement may be reallocated by COUNTY to other CDBG Program projects approved for funding by the Board.

4.15 Any CDBG Funds paid to CITY in excess of the amount to which CITY is finally determined to be entitled to under this Agreement shall be repaid to COUNTY within a reasonable period after demand, and if not paid, COUNTY may reduce the debt by making an administrative offset against other requests for reimbursements.

4.16 Subcontractors. CITY shall invoice all Subcontractor fees, whether paid on a "lump sum" or other basis, to COUNTY with no markup. All Subcontractor fees shall be billed in the actual amount paid by CITY.

4.17 Notwithstanding any provision in this Agreement to the contrary, COUNTY shall not be required to reimburse CITY any CDBG Funds under this Agreement, if COUNTY is not able to obtain such funding from HUD for the payment of these costs, and COUNTY may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work which has not been remedied or resolved in a manner satisfactory to the Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by COUNTY.

- 4.18 Notwithstanding any provision in this Agreement to the contrary, in the event COUNTY is required to repay HUD any CDBG funding received from HUD for the Project, pursuant to any repayment requirements set forth in 24 CFR Part 570, or any other applicable Rules and Regulations of HUD, CITY may be required to repay COUNTY such CDBG Funds in accordance with the repayment provisions set forth in Section 8.5 of this Agreement.

ARTICLE 5 - LIABILITY AND INDEMNIFICATION

- 5.1 CITY is a state agency under Section 768.28, Florida Statutes, and shall be fully responsible for acts and omissions of its agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement or any other contract.
- 5.2 In the event CITY contracts with a Subcontractor to perform any of the work or activities for the Project, any contract with such Subcontractor shall include the following provisions, in substantially the form provided below:
- 5.2.1 Indemnification: To the fullest extent permitted by law, Subcontractor shall indemnify and hold harmless Broward County, its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Subcontractor and persons employed or utilized by Subcontractor in the performance of this Contract. These indemnifications shall survive the term of this Contract.

ARTICLE 6 - INSURANCE

- 6.1 CITY is a state agency under Section 768.28, Florida Statutes, and shall furnish the Contract Administrator with written verification of liability protection in accordance with state law prior to final execution of this Agreement. In the event CITY elects to purchase excess liability coverage, Broward County shall be named as an additional insured and certificate holder under said policy, and COUNTY shall be notified of said coverage and provided evidence of same.
- 6.2 In the event CITY contracts with a Subcontractor to provide any of the work or activities set forth herein, the contract shall require the Subcontractor, at a minimum, to maintain in full force and effect, at Subcontractor's sole cost and expense, during the term of the contract, insurance of the types and amounts as provided in Exhibit "F," Insurance Requirement, attached hereto, and name Broward County as an additional insured.

ARTICLE 7 - ASSURANCES AND CERTIFICATIONS

- 7.1 CITY shall comply with all applicable federal, state, and county laws, ordinances, codes, and regulations relating to the use of CDBG Funds including, but not limited to, the Rules and Regulations of HUD. Any conflict or inconsistency between any federal, state, or county regulations and this Agreement shall be resolved in favor of the more restrictive regulations.
- 7.2 CITY shall establish safeguards to prohibit its employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have a family, business, or other association.
- 7.3 CITY shall comply with the requirements set forth in the Division's "Procedures Manual for Subrecipients," as may be amended from time to time, and incorporated herein by reference. COUNTY will provide CITY with a copy of the manual and any amendments thereto.
- 7.4 CITY shall not use CDBG Funds to support or engage in any explicitly religious activities including, but not limited to, worship, religious instruction, or proselytization, as further described in 24 CFR Part 570.200(j) and 24 CFR Part 5.109.
- 7.5 CITY certifies, to the best of its knowledge and belief, that:
- 7.5.1 No federal appropriated funds have been paid or will be paid, by or on behalf of CITY, to any person for influencing or attempting to influence an officer or employee of an agency, a member, 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 or loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- 7.5.2 If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member, officer, or employee of Congress, or an employee of a member of Congress in connection with this Agreement, CITY shall complete and submit to COUNTY Standard Form - LLL, "Disclosure Form to Report Lobbying," set forth in Appendix B to 24 CFR Part 87, in accordance with its instructions.
- 7.5.3 The language in this Section 7.5 shall be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all subgrantees shall be required to certify and disclose accordingly.

- 7.6 CITY shall comply with the requirements set forth in 24 CFR Part 570, Subpart K, Other Program Requirements, and 24 CFR Part 5, Subpart A, as applicable to the Project, including, but not limited to, the following:
- 7.6.1 Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and implementing regulations at 24 CFR Part 1, which prohibit discrimination of persons on the basis of race, color, or national origin, including, but not limited to, exclusion from participation in, being denied the benefits of, or being otherwise subjected to discrimination under any program or activity for which CITY receives federal financial assistance.
 - 7.6.2 Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended by the Fair Housing Amendments Act of 1988 (42 U.S.C. 3601 et seq.), and implementing regulations at 24 CFR Part 100 et seq., which prohibit discrimination of persons on the basis of race, color, religion, sex, and national origin in housing practices.
 - 7.6.3 Executive Order 11063, as amended by Executive Order 12259 (Equal Opportunity in Housing Programs) and implementing regulations at 24 CFR Part 107.
 - 7.6.4 Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et seq.), and the implementing regulations at 24 CFR Part 146, which prohibit discrimination of persons on the basis of age under any program, or activity for which CITY receives federal financial assistance.
 - 7.6.5 Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and the implementing regulations at 24 CFR Part 8, which prohibit discrimination of qualified individuals with disabilities in participating in, or receiving benefits and services under any program or activity for which CITY receives financial federal assistance.
 - 7.6.6 Architectural Barriers Act of 1968 (42 U.S.C. 4151 et seq.), which requires certain federally funded buildings and other facilities to be designed, constructed, or altered in accordance with standards that ensure accessibility to, and use by, physically handicapped persons.
 - 7.6.7 Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. 12101 et seq.), which prohibits discrimination of individuals on the basis of race, color, sex, national origin, religion, or age.
 - 7.6.8 Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u, and the implementing regulations at 24 CFR Part 135, as applicable), which provides for training, employment, contracting, and

other economic opportunities for low and very low-income persons. [See also Section 7.13 below.]

- 7.6.9 The disclosure requirements and prohibitions set forth in 31 U.S.C. 1352 and implementing regulations set forth in 24 CFR Part 87; and the requirements for funding competitions established by the Department of Housing and Urban Development Reform Act of 1989 (42 U.S.C. 3531 et seq.).
- 7.6.10 The prohibitions set forth in 2 CFR Part 2424 relating to the use of debarred, suspended, or ineligible contractors and participants.
- 7.6.11 The Drug-Free Workplace Act of 1988 (41 U.S.C. 701 et seq.) and the implementing regulations set forth in 2 CFR Part 2429.
- 7.7 CITY shall comply with the recordkeeping and reporting requirements under this Agreement, 24 CFR Part 570, and 2 CFR Part 200, and 24 CFR Part 5.168, as applicable, to enable COUNTY to comply with its recordkeeping and reporting requirements set forth in 24 CFR Part 570.
- 7.8 Real property acquired utilizing CDBG Funds provided under this Agreement shall be used for the original approved purpose, and CITY shall demonstrate significant progress with the Project within twelve (12) months of the acquisition. In the event such progress is not evidenced nor commenced within the specified time period, CITY shall transfer ownership of the property acquired with CDBG Funds to COUNTY, if COUNTY so requests in writing. Method of transfers of real property acquired with or improved with CDBG Funds shall be accomplished after written approval by the Division Director.
- 7.9 In addition to the reversion of assets requirements set forth in Section 8.7, property, equipment, and supplies acquired with CDBG Funds provided under this Agreement, and no longer needed for the originally authorized purpose, shall be disposed of in the manner authorized by the Division Director after CITY has requested disposition instructions.
- 7.10 In the event there is any construction work over \$2,000.00 financed in whole, or in part, with CDBG Funds under this Agreement, CITY shall, if applicable, comply with the Davis-Bacon Act (40 U.S.C. 276a-276a-7), as supplemented by the United States Department of Labor regulations (24 CFR Part 5), which requires all laborers and mechanics working on the Project be paid not less than prevailing wage rates as determined by the Secretary of Labor. COUNTY shall determine the applicability of the Davis-Bacon Act to the Project under this Agreement.
- 7.11 In the event CITY is seeking to use CDBG Funds for payment of impact fees, CITY shall first attempt to secure a waiver of such impact fees. In the event CITY

is unsuccessful in obtaining a waiver, CITY shall submit to the Division documentation reflecting CITY's unsuccessful efforts prior to utilization of CDBG Funds for payment of impact fees.

7.12 In accordance with Section 519 of the 1990 HUD Appropriations Act (Public Law 101-140) and Section 906 of the National Affordable Housing Act of 1990, which amended Title I of the Housing and Community Development Act of 1974, CITY certifies that it has adopted and is enforcing policies within its jurisdiction that:

7.12.1 Prohibit the use of excessive force by law enforcement agencies against any individuals engaged in non-violent civil rights demonstrations; and

7.12.2 Enforce applicable State and local laws which prohibit any action which physically bars an entrance to or exit from, a facility or location where a non-violent civil rights demonstration is being conducted.

7.13 CITY shall comply with the following Section 3 clause requirements, if applicable to the Project, as set forth verbatim in 24 CFR Part 135.38, and in accordance with the provisions under 24 CFR Part 135:

7.13.1 The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

7.13.2 The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

7.13.3 The contractor agrees to send to each labor organization or representative of workers with which contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking

applications for each of the positions; and the anticipated date the work shall begin.

- 7.13.4 The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the Subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any Subcontractor where the contractor has notice or knowledge that the Subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- 7.13.5 The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- 7.13.6 Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD-assisted contracts.
- 7.13.7 With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).
- 7.14 CITY shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented in the United States Department of Labor regulations at 29 CFR Part 3.
- 7.15 In addition to the equal employment opportunity requirements set forth in Section 12.2, CITY shall comply with, as applicable, Executive Order 11246, "Equal Employment Opportunity," as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

- 7.16 CITY shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330), as supplemented by the United States Department of Labor regulations at 29 CFR Part 5, if CDBG Funds under this Agreement exceed \$100,000.
- 7.17 CITY shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15), if CDBG Funds under this Agreement exceed \$100,000.
- 7.18 CITY shall comply with the mandatory standards and policies relating to energy efficiency set forth in the State of Florida's energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163, 89 Statute 871).
- 7.19 If applicable, CITY shall comply with Section 202(a) of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4106) and the applicable regulations at 44 CFR Parts 59 -79, for activities located in an area identified by the United States, Federal Emergency Management Agency (FEMA) as having special flood hazards.
- 7.20 In addition to the audit rights, and retention of records requirements set forth in Section 12.4, CITY shall provide COUNTY, HUD, and the Comptroller General of the United States, through any of their duly authorized representative, access to any books, documents, papers, and records of CITY, or its Subcontractors, which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions. The rights of access granted under this Section 7.19 shall not be limited to the required retention of records period set forth in Section 12.4, and shall remain in effect for as long as the records are retained.

ARTICLE 8 - FINANCIAL RESPONSIBILITY

- 8.1 CITY shall comply with the requirements, standards, and the applicable provisions set forth in 2 CFR Part 200, "Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards."
- 8.2 CITY shall comply with the audit requirements set forth in 2 CFR Part 200, Subpart F, "Audit Requirements," Chapter 10.550 Rules of the Auditor General, State of Florida, as applicable. The audit required under 2 CFR Part 200 must be filed with COUNTY within one hundred twenty (120) days after the close of the fiscal year of CITY. All CDBG Funds provided by COUNTY should be shown via explicit disclosure in the annual financial statements or the accompanying notes to the financial statements.

- 8.3 CITY shall use CDBG Funds only for eligible Project activities specifically outlined in this Agreement.
- 8.4 CITY shall budget and expend all CDBG Funds provided by COUNTY under this Agreement in accordance with the Division's "Procedures Manual for Subrecipients."
- 8.5 In addition to COUNTY's right to terminate this Agreement in accordance with Article 10, CITY shall be required to repay to COUNTY, in COUNTY's sole discretion, any CDBG Funds determined by COUNTY to be ineligible for reimbursement under the terms of this Agreement including, but not limited to, in the following events:
 - 8.5.1 Use of any CDBG Funds for ineligible Project expenses or activities, including any over payments by COUNTY.
 - 8.5.2 Any CDBG Funds expended by CITY, or any of its Subcontractors, in violation of this Agreement.
 - 8.5.3 Failure to complete the Project in a manner which complies with the national objective(s) described in this Agreement.

In the event CITY is required to repay COUNTY any CDBG Funds pursuant to this Section 8.5, CITY shall repay such funds from nonfederal resources within thirty (30) days of notice provided by COUNTY, and if not paid, COUNTY may, in its sole discretion, elect to withhold payment on any subsequent request for payment by CITY, or reduce CITY's obligation to repay COUNTY by making an administrative offset against any request for payment. COUNTY, in its sole discretion, may reallocate any funds CITY repays to COUNTY pursuant to the terms of this Agreement to other eligible CDBG projects. This provision shall survive the expiration or earlier termination of this Agreement.

- 8.6 CITY shall account for "Program Income," as defined in 24 CFR Part 570.500(a), in accordance with the provisions under 24 CFR Part 570.504. Any Program Income received by CITY, after the effective date of this Agreement, which was generated under this Agreement or any prior fiscal year CDBG funding agreement with COUNTY, shall be returned to COUNTY by September 30th of the fiscal year in which the Program Income was received. Unless otherwise provided for in any HUD Rules and Regulations, such Program Income will be reallocated by COUNTY to CITY's CDBG funding award in COUNTY's next CDBG funding cycle, minus a Twenty percent (20%) administrative fee to COUNTY.

8.7 Reversion of Assets. Upon the expiration or earlier termination of this Agreement, CITY shall comply with the requirements under 24 CFR Parts 570.503 and 570.505, as applicable, including, but are not limited to, the following:

8.7.1 CITY shall transfer to COUNTY any CDBG Funds on hand and any accounts receivable attributable to the use of CDBG Funds under this Agreement.

8.7.2 Real property under CITY's control that was acquired or improved, in whole or in part, with CDBG Funds in excess of \$25,000 shall be used to meet one of the CDBG National Objectives set forth in 24 CFR Part 570.208 until five (5) years after expiration or earlier termination of this Agreement, or for such longer period of time as determined to be appropriate by COUNTY. In the event CITY fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, CITY shall pay COUNTY an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute Program Income to COUNTY.

8.8 Disposition of Equipment. CITY shall comply with requirements for use and disposition of equipment acquired in whole, or in part, with CDBG Funds under this Agreement in accordance with 2 CFR Part 200.313; however, pursuant to 24 CFR Part 570.502(8), if equipment is sold, the proceeds shall be program income.

ARTICLE 9 - TERM OF AGREEMENT

The term of this Agreement shall commence retroactively to October 1, 2016, and shall end on September 30, 2017, unless terminated earlier or extended pursuant to the terms of this Agreement. CITY may submit a written request for an extension to the term of this Agreement to the Division Director no less than ninety (90) days prior to the expiration date. In the event the Division Director approves an extension to the term of this Agreement, the Parties shall enter into an amendment as provided in Section 12.19.

ARTICLE 10 - TERMINATION

10.1 This Agreement is subject to the availability of CDBG funding from HUD. In the event HUD terminates, suspends, discontinues, or substantially reduces the CDBG funding for the Project activity under this Agreement, COUNTY may terminate this Agreement upon CITY's receipt from COUNTY of no less than twenty-four (24) hours' notice. COUNTY shall be the final authority as to the availability of CDBG Funds.

10.2 Termination for Cause.

10.2.1 This Agreement may be terminated for cause by COUNTY, at the discretion of and through the County Administrator, if CITY fails to comply with any terms under this Agreement and has not corrected the breach within five (5) days after receipt of written notice from COUNTY identifying the breach. Any notice of termination provided by COUNTY pursuant to this Subsection 10.2.1 shall also provide CITY with an opportunity to appeal the action, and a copy of the appeal process shall be attached to the notice. CITY shall file an appeal within five (5) days of receipt of COUNTY's notice of termination.

10.2.2 Termination for cause by COUNTY may include, but is not limited to, CITY's failure to commence work on the Project, as set forth in Exhibit "C," Project Schedule/Timeline, within ninety (90) days from the date of full execution of this Agreement by the Parties, repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to suitably perform the work, failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement, failure to repay COUNTY as provided for in Section 8.5, or contracting with a Subcontractor who has been debarred, suspended, or is otherwise excluded from, or ineligible for participation in, any federal assistance program subject to 2 CFR Part 2424. The Agreement may also be terminated for cause if CITY is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes, or if CITY provides a false certification submitted pursuant to Section 287.135, Florida Statutes.

10.2.3 In the event this Agreement is terminated by COUNTY for cause, CITY shall repay to COUNTY any CDBG Funds determined by COUNTY to be due in accordance with Section 8.5. COUNTY may, in its sole discretion, reduce CITY's obligation to repay COUNTY by making an administrative offset against any requests by CITY for payment up to the effective date of termination as provided in Section 10.4.

10.3 Termination for Convenience. This Agreement may be terminated for convenience by either party, which termination date shall be not less than thirty (30) days after the date of such written notice. Termination for convenience for COUNTY shall be by the Board. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances in the event the County Administrator determines that termination is necessary to protect the public health, safety, or welfare. If COUNTY 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.

- 10.4 In the event this Agreement is terminated for any reason, COUNTY will reimburse CITY upon receipt of a Request for Payment utilizing the form provided in Exhibit "E," for documented and committed eligible Project expenses in accordance with the terms of this Agreement and Exhibit "B," Budget Table/Costs for Project, incurred by CITY prior to the effective date of termination of this Agreement. For purposes of this Agreement, documented and committed eligible Project expenses means any verifiable committed expense including, but not limited to, a Purchase Order for payment of materials and supplies, executed by CITY or a Subcontractor on CITY's behalf, for Project activities under this Agreement. However, CITY shall not encumber any CDBG Funds under this Agreement after either party provides written notice of termination to the other party. Any payment by COUNTY pursuant to this Section 10.4 is subject to the repayment provisions in Section 8.5, and COUNTY shall not be required to reimburse CITY for any or all of the CDBG Funds requested by CITY where COUNTY has determined that CITY failed to complete the Project in a manner which complies with the national objective(s) described in this Agreement.
- 10.5 Notice of suspension or termination of this Agreement shall be provided in accordance with the "NOTICES" section of this Agreement except that notice of termination by the County Administrator, which the County Administrator deems necessary to protect the public health, safety, or welfare may be verbal notice that shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement.
- 10.6 In the event this Agreement is terminated for any reason, any amounts due CITY shall be withheld by COUNTY until all documents are provided to COUNTY pursuant to Section 12.1 of Article 12.

ARTICLE 11 - NOTICES

In order for a notice to a party to be effective under this Agreement, notice must be sent via U.S. first-class mail with a contemporaneous copy via e-mail to the addresses listed below and shall be effective upon mailing. The addresses for notice shall remain as set forth herein unless and until changed by providing notice of such change in accordance with the provisions of this Article.

FOR COUNTY:

Ralph Stone, Director
Broward County Housing Finance and Community Redevelopment Division
110 N.E. 3rd Street - Third Floor
Fort Lauderdale, Florida 33301
Email address: rstone@broward.org

FOR CITY:

Roger Carlton, City Manager
City of Hallandale Beach
400 South Federal Highway
Hallandale Beach, Florida 33309
Email address: rcarlton@hallandalebeachfl.gov

ARTICLE 12 - MISCELLANEOUS

12.1 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 COUNTY, and if a copyright is claimed, CITY grants to COUNTY and the Federal government a non-exclusive license to use the copyrighted item(s) indefinitely, to prepare derivative works, and to make and distribute copies to the public. In the event of termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by CITY, whether finished or unfinished, shall become the property of COUNTY, including, any patent rights with respect to any discovery or invention which arises or is developed in the course of or under this Agreement, and shall be delivered by CITY to the Contract Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to CITY shall be withheld until all documents are received as provided herein. CITY shall ensure that the requirements of this Section are included in all agreements with its Subcontractors.

12.2 EQUAL EMPLOYMENT OPPORTUNITY

No party to this Agreement may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement.

CITY shall include the foregoing or similar language in its contracts with any Subcontractors, except that any project assisted by the U.S. Department of Transportation funds shall comply with the non-discrimination requirements in 49 CFR Parts 23 and 26.

Failure by CITY to carry out any of these requirements shall constitute a material breach of this Agreement, which shall permit COUNTY to terminate this Agreement or to exercise any other remedy provided under this Agreement, Broward County Code of Ordinances, Broward County Administrative Code, or under other applicable law, all such remedies being cumulative.

By execution of this Agreement, CITY represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes. COUNTY hereby materially relies on such representation in entering into this Agreement. An untrue representation of the foregoing shall entitle COUNTY to terminate this Agreement and recover from CITY all monies paid by COUNTY pursuant to this Agreement, and may result in debarment from COUNTY's competitive procurement activities.

12.3 PUBLIC RECORDS

To the extent CITY is acting on behalf of COUNTY as stated in Section 119.0701, Florida Statutes, CITY shall:

- a. Keep and maintain public records required by COUNTY to perform the services under this Agreement;
- b. Upon request from COUNTY, provide COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- c. Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if the records are not transferred to COUNTY; and
- d. Upon completion of this Agreement, transfer to COUNTY, at no cost, all public records in possession of CITY upon termination of this Agreement or keep and maintain public records required by COUNTY to perform the services. If CITY transfers the records to COUNTY, CITY shall destroy any duplicate public records that are exempt or confidential and exempt. If CITY keeps and maintains public records upon completion of this Agreement, CITY shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY upon request in a format that is compatible with the information technology systems of COUNTY.

The failure of CITY to comply with the provisions of this Section shall constitute a material breach of this Agreement entitling COUNTY to exercise any remedy provided in this Agreement or under applicable law.

A request for public records regarding this Agreement must be made directly to COUNTY, who will be responsible for responding to any such public records requests. CITY will provide any requested records to COUNTY to enable COUNTY to respond to the public records request.

Any material submitted to COUNTY that CITY contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Florida Statutes Chapter 119) ("Trade Secret Materials") must be separately submitted and conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCT – TRADE SECRET." In addition, CITY must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under Florida Statutes Section 812.081 and stating the factual basis for same. In the event that a third party submits a request to COUNTY for records designated by CITY as Trade Secret Materials, COUNTY shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by CITY. CITY shall indemnify and defend COUNTY and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to the non-disclosure of any Trade Secret Materials in response to a records request by a third party.

IF CITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CITY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 357-4900, rstone@broward.org, 110 N.E. 3rd STREET - THIRD FLOOR, FORT LAUDERDALE, FLORIDA 33301.

12.4 AUDIT RIGHTS, AND RETENTION OF RECORDS

COUNTY shall have the right to audit the books, records, and accounts of CITY and its Subcontractors that are related to this Agreement. CITY and its Subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement and performance thereunder. All books, records, and accounts of CITY and its Subcontractors 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, CITY, or its Subcontractor, as applicable, shall make same available at no cost to COUNTY in written form.

Consistent with the records retention period set forth in 24 CFR Part 570.502, CITY and its Subcontractors shall preserve and make available, at reasonable times for examination and audit by COUNTY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for a minimum of four (4) years after submission of the last or final expenditure report for the funding period associated with the term of this Agreement, or until resolution of any audit findings, whichever is longer. COUNTY audits and inspections pursuant to this Section may be performed by any COUNTY representative (including any outside representative engaged by

COUNTY). COUNTY reserves the right to conduct such audit or review at CITY's place of business, if deemed appropriate by COUNTY, with seventy-two (72) hours' advance notice.

Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for COUNTY's disallowance and recovery of any payment upon such entry. If an audit or inspection in accordance with this Section discloses overpricing or overcharges to COUNTY of any nature by CITY in excess of five percent (5%) of the total contract billings reviewed by COUNTY, the reasonable actual cost of COUNTY's audit shall be reimbursed to COUNTY by CITY in addition to making adjustments for the overcharges. Any adjustments and/or payments due as a result of such audit or inspection shall be made within thirty (30) days from presentation of COUNTY's findings to CITY.

CITY shall ensure that the requirements of this Section 12.4 are included in all agreements with its Subcontractors performing services for the Project.

12.5 TRUTH-IN-NEGOTIATION REPRESENTATION

CITY's compensation under this Agreement is based upon representations supplied to COUNTY by CITY, and CITY certifies that the information supplied, including without limitation in the negotiation of this Agreement, is accurate, complete, and current at the time of contracting. COUNTY shall be entitled to recover any damages it incurs to the extent such representation is untrue.

12.6 PUBLIC ENTITY CRIME ACT

CITY represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. In addition to the foregoing, CITY further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether CITY has been placed on the convicted vendor list. Notwithstanding any provision in this Agreement to the contrary, if any representation stated in this Section is false, COUNTY shall have the right to immediately terminate this Agreement and recover all CDBG Funds paid to CITY under this Agreement.

12.7 INDEPENDENT CONTRACTOR

CITY is an independent contractor under this Agreement. In providing any work, services, or activities under this Agreement, neither CITY nor its agents shall act as officers, employees, or agents of COUNTY. CITY shall not have the right to bind COUNTY to any obligation not expressly undertaken by COUNTY under this Agreement.

12.8 THIRD PARTY BENEFICIARIES

Neither CITY nor COUNTY intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third party beneficiaries to this Agreement, and no third party shall be entitled to assert a claim against either of them based upon this Agreement.

12.9 ASSIGNMENT AND PERFORMANCE

Except for subcontracting approved in writing by COUNTY at the time of its execution of this Agreement or any written amendment hereto, neither this Agreement nor any right or interest herein may be assigned, transferred, subcontracted, or encumbered by CITY without the prior written consent of COUNTY. If CITY violates this provision, COUNTY shall have the right to immediately terminate this Agreement. CITY represents that each person and entity that will provide services under this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and is sufficiently experienced and skilled in the area(s) for which such person or entity will render services. CITY agrees that all services under this Agreement shall be performed in a skillful and respectful manner, and that the quality of all such services shall equal or exceed prevailing industry standards for the provision of such services.

12.10 CONFLICT OF INTEREST

CITY shall comply with the requirements of 24 CFR Part 570.611 relative to the Conflict of Interest provisions. Any possible conflicting interest on the part of CITY, its officers, employees, or agents, shall be disclosed in writing to the Division.

12.11 CONFLICTS

Neither CITY nor its employees shall knowingly have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with CITY's loyal and conscientious exercise of judgment and care related to its performance under this Agreement. None of CITY's officers or employees shall, during the term of this Agreement, serve as an expert witness against COUNTY in any legal or administrative proceeding in which he, she, or CITY is not a party, unless compelled by court process. Further, 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 COUNTY 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 CITY 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. CITY shall not be in violation of this paragraph unless it has actual knowledge of such conduct of its officers or employees.

In the event CITY is permitted pursuant to this Agreement to utilize Subcontractors to perform any services required by this Agreement, CITY shall require such Subcontractors, by written contract, to comply with the provisions of this Section to the same extent as CITY.

12.12 MATERIALITY AND WAIVER OF BREACH

Each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement, and each is, therefore, a material term hereof. COUNTY'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.

12.13 COMPLIANCE WITH LAWS

CITY shall keep fully informed of and shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

12.14 SEVERABILITY

In the event any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

12.15 JOINT PREPARATION

This Agreement has been jointly prepared by the Parties hereto, and shall not be construed more strictly against either party.

12.16 INTERPRETATION

The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever

reference is made to a Section or Article of this Agreement, such reference is to the Section or Article as a whole, including all of the subsections of such Section, unless the reference is made to a particular subsection or subparagraph of such Section or Article.

12.17 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached hereto or referenced or incorporated herein and any provision of Articles 1 through 12 of this Agreement, the provisions contained in Articles 1 through 12 shall prevail and be given effect. In the event there is a conflict between any provisions set forth in this Agreement and a more stringent state or federal provision which is applicable to any services performed under this Agreement, the more stringent state or federal provision shall prevail.

12.18 LAW, JURISDICTION, VENUE, WAIVER OF JURY TRIAL

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. Exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the Parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or the United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, CITY AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

12.19 AMENDMENTS

The Parties may amend this Agreement to conform to changes in federal, state, or local laws, regulations, directives, and objectives. 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 Board and CITY or others delegated authority to or otherwise authorized to execute same on their behalf. The County Administrator shall be authorized to execute amendments

that extend the term of the Agreement or that change the Project, so long as the Project consists of eligible activities under 24 CFR Part 570. The Division Director shall be authorized to approve, in writing, line item budget changes to the information set forth in Exhibit "B," Budget Table/Costs for Project, during the term of this Agreement and for sixty (60) days after expiration or earlier termination of this Agreement as provided in Section 4.7 of this Agreement, in order to reconcile CITY's expenditures of CDBG Funds, provided such changes do not result in an increase in the CDBG Funds set forth in Section 4.1 of this Agreement, and Exhibit "B." The written document from the Division Director approving such changes shall be deemed incorporated into this Agreement.

12.20 PRIOR AGREEMENTS

This Agreement represents the final and complete understanding of the Parties regarding the subject matter hereof and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document.

12.21 PAYABLE INTEREST

12.21.1 Payment of Interest. COUNTY shall not be liable to pay any interest to CITY for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof CITY waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement. This paragraph shall not apply to any claim for interest, including for post-judgment interest, if such application would be contrary to applicable law.

12.21.2 Rate of Interest. If the preceding subsection is inapplicable or is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by COUNTY under this Agreement, whether as prejudgment interest or for any other purpose, shall be, to the full extent permissible under applicable law, 0.25% (one quarter of one percent) simple interest (uncompounded).

12.22 INCORPORATION BY REFERENCE

Any and all Recital clauses stated above are true and correct and are incorporated herein by reference. The attached Exhibits "A" - "F" are incorporated into and made a part of this Agreement. The Rules and Regulations of HUD and any other HUD regulations addressed in this Agreement which are not specifically identified in the definition contained in Section 1.12 herein shall be deemed incorporated herein by reference.

12.23 LEGAL PROVISIONS DEEMED INCLUDED

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

12.24 SURVIVAL

Either party's right to monitor, evaluate, enforce, audit and review, any obligations to indemnify and insure, any assurances and certifications, and items of financial responsibility shall survive the expiration or earlier termination of this Agreement. Any provision of this Agreement which contains a restriction or requirement which extends beyond the date of termination or expiration set forth herein shall survive expiration or earlier termination of this Agreement and be enforceable.

12.25 FURTHER ASSURANCE

The Parties shall execute, acknowledge, deliver, and cause to be done, executed, acknowledged and delivered all such further documents and perform such acts as shall reasonably be requested of it to carry out this Agreement and give effect hereto. Accordingly, without in any manner limiting the specific rights and obligations set forth in this Agreement, the Parties intend to cooperate with each other in effecting the terms of this Agreement.

12.26 TIME IS OF THE ESSENCE

Time is of the essence in performing the duties, obligations, and responsibilities required by this Agreement.

12.27 SPECIFIC PERFORMANCE

In addition to all other remedies, CITY's obligations set forth herein shall be subject to the remedy of specific performance by appropriate action commenced in a court of competent jurisdiction.

12.28 FORCE MAJEURE

If the performance of this Agreement, or any obligation hereunder is prevented by reason of hurricane, earthquake, or other casualty caused by nature, or by labor strike, war, or by a law, order, proclamation, regulation, ordinance of any governmental agency, the party so affected, upon giving prompt notice to the

other party, shall be excused from such performance to the extent of such prevention, provided that the party so affected shall first have taken reasonable steps to avoid and remove such cause of non-performance and shall continue to take reasonable steps to avoid and remove such cause, and shall promptly notify the other party in writing and resume performance hereunder whenever such causes are removed; provided, however, that if such non-performance exceeds sixty (60) days, the party that is not prevented from performance by the force majeure event shall have the right to terminate this Agreement upon written notice to the party so affected. This Section shall not supersede or prevent the exercise of any right the Parties may otherwise have to terminate this Agreement.

12.29 COUNTY BUSINESS ENTERPRISE PROGRAM

COUNTY has established a policy relating to County Business Enterprise ("CBE") program participation in all COUNTY contracts as established by Broward County Business Opportunity Act of 2012, Section 1-81, Broward County Code of Ordinances (the "Act"). Although this Agreement does NOT have assigned CBE goals, CITY shall comply with the procurement standards set forth in 2 CFR Part 200.321.

12.30 USE OF COUNTY LOGO

CITY shall not use COUNTY's name, logo, or otherwise refer to this Agreement in any marketing or publicity materials without the prior written consent of COUNTY.

12.31 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.

12.32 DESIGNATED REPRESENTATIVE

CITY's Designated Representative under this Agreement is Steven F. Parkinson, Director of Public Works, Utilities, and Engineering.

12.33 MULTIPLE ORIGINALS

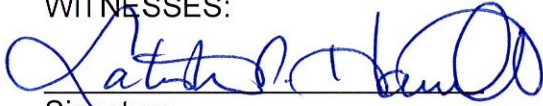
Multiple copies of this Agreement may be executed by the Parties, each of which, bearing original signatures, shall have the force and effect of an original document.

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY, through the County Administrator, authorized to execute same by action of the Board on May 24, 2016, and CITY OF HALLANDALE BEACH, signing by and through its City Manager, duly authorized to execute same.

COUNTY

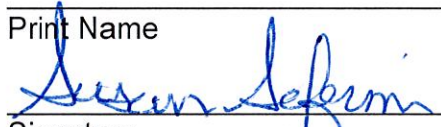
WITNESSES:



Signature

LATISHA P. HAMILTON

Print Name



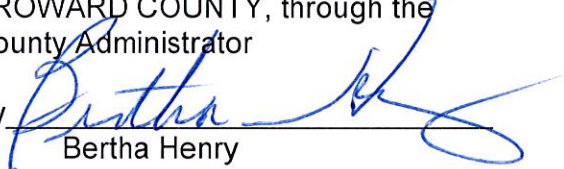
Signature

SUSAN SEFERIAN

Print Name

BROWARD COUNTY, through the County Administrator

By



Bertha Henry

8th day of March, 2017

Insurance requirements approved by Broward County Risk Management Division

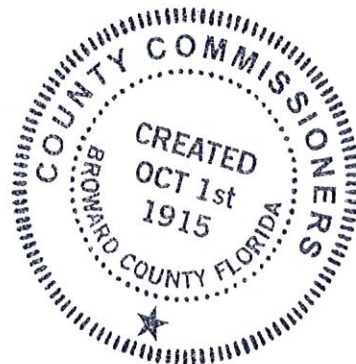
Approved as to form by
Joni Armstrong Coffey
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By Elizabeth Plaska 3/2/17
Signature (Date)

By Patrice M. Eichen 3/6/17
Patrice M. Eichen (Date)
Assistant County Attorney

ELIZABETH PLASKA RISK ANALYST
Print Name and Title above

PME:dp
42nd Yr CDBG Hallandale Beach Gvt Capital Improvement.doc
02/02/17
#17-129.37



AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF HALLANDALE BEACH
PROVIDING FOR FUNDING AND ADMINISTRATION OF 42nd YEAR COMMUNITY
DEVELOPMENT BLOCK GRANT PROGRAMS FOR PUBLIC WORKS
IMPROVEMENT PROJECT IN THE AMOUNT OF \$109,842

CITY


ATTEST:


By


City Clerk

CITY OF HALLANDALE BEACH

By


Signature


Print Name and Title

 day of February, 2017

Approved as to legal sufficiency:

By


City Attorney

EXHIBIT "A"

PROJECT DESCRIPTION

Project Name: Public Works Improvements Project

Project Description:

CDBG Funds in the amount of \$109,842 provided by COUNTY under the Agreement shall be used by CITY for infrastructure improvements to retrofit and upgrade CITY's storm drainage system. The Project consists of the installation of approximately 280 linear feet of storm drain pipe, five (5) catch basins, 200 square yards of concrete side walk and aprons, 300 square yards of asphalt pavement, landscaping including, but not limited to, approximately 200 square yards of sodding, and any other associated activities needed for the Project in accordance with the Agreement.

The Project is located in the Northwest CDBG Target Area in Census Tract 1005.02, Block Groups 1 and 2. The boundaries of the Project area where the improvements will be located are as follows:

- Area bounded by:
 - South: SW 11th Street.
 - West: SW 11th Avenue
 - East: SW 8th Avenue
 - North: SW 7th Street

CDBG HUD National Objective: 24 CFR Part 570.208(a)(1), Area Benefit Activities

EXHIBIT "B"

BUDGET TABLE/COSTS FOR PROJECT

Each cost category below reflects the proposed amount necessary to complete the Project by funding source(s).

Funding Sources					
Cost Category		(1) CDBG	(2) NON-CDBG	(3)	Total
A. and B.	Personnel and Fringe Benefits	\$			\$
C.	Travel	\$			\$
D.	Equipment	\$			\$
E.	Supplies	\$			\$
F.	Contractual Services	\$			\$
G.	Construction	\$109,842			\$109,842
H.	Other	\$			\$
I.	Total	\$109,842			\$109,842

EXHIBIT "B"**BUDGET TABLE/COSTS FOR PROJECT**
(Continued)**BUDGET NARRATIVE**

The Budget Narrative statements below provide a detailed justification for each cost category shown in the budget table for both CDBG and Non-CDBG funding sources utilized in financing the Project.

CDBG Funds: \$109,842

CDBG Funds provided by COUNTY shall be used for infrastructure improvements to CITY's drainage facilities. The Project consists of the installation of approximately 280 linear feet of storm drain pipe, five (5) catch basins, 200 square yards of concrete side walk and aprons, 300 square yards of asphalt pavement, landscaping including, but not limited to, approximately 200 square yards of sodding, and any other associated activities needed for the Project in accordance with the Agreement.

Non-CDBG Funds: \$0

EXHIBIT "B"

BUDGET TABLE/COSTS FOR PROJECT
(Continued)**Allowable Cost for U.S. HUD Share of Budget**

Federal cost principles for grants and contracts with state and local governments are set forth in 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. This document is an extensive and somewhat complicated series of principles governing the allowability of various types of costs under federal grants and contracts. General information concerning the cost principles is summarized below. The following types of costs are specifically unallowable:

- (A) Advertising costs other than those associated with recruitment of personnel and the solicitation of bids for goods and services.
- (B) Bad debts.
- (C) Contingencies.
- (D) Contribution and donations.
- (E) Entertainment.
- (F) Fines and penalties.
- (G) Interest.
- (H) Losses on other grants or contracts.

Most other categories of cost are generally allowable under the cost principles provided the costs are allowable and reasonable. General comments on individual cost elements are listed below:

Salary costs are generally allowable provided they are based on actual current salaries adjusted for any anticipated cost-of-living or merit increases during the grant period. Salary costs for unidentified new employees must be consistent with the CITY's overall employee compensation structure. CITY's compensation policy should not change as a result of obtaining a federal grant.

Fringe Benefit costs such as pay for vacations, holidays, sick leave, employee insurance, and unemployment benefits are allowable to the extent required by law or established organizational policy.

EXHIBIT "B"

BUDGET TABLE/COSTS FOR PROJECT

(Continued)

Travel costs consistent with established organizational policy are generally allowable. The difference between first class and coach air fare is specifically unallowable. In the absence of established organizational travel policy, it is a good practice to adopt policies consistent with the federal travel regulations.

Equipment costs should be based on the least cost method of acquisition (rent, purchase, lease with option to buy) over the grant period as demonstrated by competitive bidding. Equipment costs are only allowable to the extent the equipment is directly necessary to accomplish the grant. The cost of equipment not fully utilized under the grant must be allocated to other organization costs to assure a fair share distribution. Whenever practical, used equipment should be considered in meeting equipment needs.

Material cost directly associated with the Project is allowable. Prices must generally be justified through competitive bids except for nominal purchases.

Subcontracts must be awarded on a competitive basis except in extraordinary circumstances. The same principles applicable to individual cost principles for grantees are generally applicable cost-reimbursement type subcontracts under grants.

Consultant agreements should include a certification by the consultant that the consultant rate is equal to or less than the lowest rate the consultant accepts for comparable work. Additionally, Congress prohibits the salary component of consultant fees under HUD grants from exceeding the applicable approved rate schedule.

Construction costs include construction of new buildings, structures, or other real property as well as alteration or repair of existing structures. Construction costs should be supported by detailed cost estimates and competitive bidding. Consult with the Housing Finance and Community Redevelopment Division's Compliance Officer on applicability of the Davis-Bacon Wage determination to the Project.

Other costs include all types of direct costs not specified above. Normally, such costs include space, telephone, utilities, printing, and other basic operating expenses.

Leverage is that which the municipality or non-profit organization brings to the Project. It may be in the form of services or contributed operating expenses (in-kind contributions) or cash support from the organization itself or from other sources.

EXHIBIT "C"

PROJECT SCHEDULE/TIMELINE

The table below lists the main work tasks required to complete the Project objectives before the term of the Agreement expires.

Work Task	Start-Up Date	Date of Completion
Design Plans and Specifications	October 1, 2016	January 31, 2017
Advertise, Bidding, and Pre-Bid Meeting	February 1, 2017	February 28, 2017
Bid Opening, Selection, and Award	March 1, 2017	April 14, 2017
Construction Contract Execution, Pre-Construction Meeting, and Construction	April 17, 2017	August 31, 2017
Punch list Items	September 1, 2017	September 29, 2017
Completion of Construction	September 1, 2017	September 30, 2017

EXHIBIT "D"

MONTHLY PROGRESS REPORT

Reporting Period: _____

Date Report Prepared: _____

A. Project Information:

Agency Name	
Person Preparing the Report	
Job Title	
Signature	
Project Name	
Project Start-Up Date	
Project Completion Date	
Amended Completion Date (if applicable)	

B.1 Project Cost

		Funds Expended to Date	Percentage
Total Project	\$	\$	%
CDBG Funding	\$	\$	%
Other Funding (specify source below) _____	\$	\$	%

B.2 Declaration of Agency Budget Changes

Program Income: _____

Source of Program Income: _____

EXHIBIT "D"

MONTHLY PROGRESS REPORT
(Continued)

B.3 Other Grant Awards

Date(s): _____ Dollar Amount(s): _____

Funding Source(s): _____ Funding Contract Person(s): _____

B.4 Describe attempts to secure additional funding:

B.5 Percent of Project completed to date: _____ %

B.6 Anticipated Changes in Staffing:

1. Office Hours: _____

2. Resignations: _____

3. Part-time or Full-time Employee(s):

C.1 Brief Project Description and Project Location (if applicable, include homeowner's name and address, general scope of work performed, and associated expenses):

C. 2. Describe specific work tasks and status completed this month:

Work Tasks	Status (i.e., underway, completed)

EXHIBIT "D"

MONTHLY PROGRESS REPORT
(Continued)

- C.3. Describe success or problems encountered with the Project:**
- C.4. Anticipated problems or concerns with the Project.** Please identify technical assistance needed and/or requested from the Housing Finance and Community Redevelopment Division staff.
- C.5. Anticipated advertisements and/or other contractual services.** If so, has the Housing Finance and Community Redevelopment Division staff been advised and appropriate steps taken to assure compliance?
- C.6. If applicable, please complete the information on the following Direct Benefit Form for all program participants.**

EXHIBIT "D"

MONTHLY PROGRESS REPORT
(C.6 – Continued)

Direct Benefit Form

Indicate persons or households. Only unduplicated counts should be given.

Total number served
this month

Total number served
year to date

Ethnicity

- Hispanic
- Non-Hispanic

1. Total

Racial Data

Hispanic

- 11. White
- 12. Black/African American
- 13. Asian
- 14. American Indian/Alaskan Native
- 15. Native Hawaiian or other Pacific Islander
- 16. American Indian/Alaskan Native and White
- 17. Asian and White
- 18. Black/African American and White
- 19. American Indian/Alaskan Native and Black/African American
- 20. Other Multi-Racial

2. Total

Income Data

- Extremely Low Income ≤30% of area median
- Low Income ≤50% of area median
- Moderate Income ≤80% of area median
- Non-Low Moderate Income

**income levels must equal persons benefiting*

3. Total

Other Demographic Data

- Households
- Persons
- Homeless
- Female Head of Household
- Disabled Persons Assisted
- Elderly Persons Assisted
- Census Tract served

EXHIBIT "D"

MONTHLY PROGRESS REPORT
(C.6 – Continued)

Direct Benefit Form

Applicable if implementing one of the following activities:

Public Services/Public Facilities and Improvements

Total number this quarter	Total number year to date
-------------------------------------	-------------------------------------

Public Services: Of the persons assisted

Number that have *new* access to this service or benefit
 Number that have *improved* access to this service or benefit
 Number that receive a service or benefit that is no longer
 substandard

1. Total

Public Facilities or Infrastructure Improvements

Number that have *new* access to this type of public facility or infrastructure improvement

Number that have *improved* access to this type of public facility or infrastructure improvement

Number served by public facility or infrastructure that is no longer substandard

2. Total

Overnight Shelter / Emergency Housing

Number of beds created in overnight shelter or other emergency housing

3. Total

EXHIBIT "D"

MONTHLY PROGRESS REPORT
(C.6 - Continued)

Direct Benefit Form

Applicable if implementing one of the following activities:

Housing and Economic Development Data

	Total number this quarter	Total number year to date
Rehab: Of the total owner units		
Occupied by elderly		
Units moved from sub-standard to standard (HQS or local code)		
Units qualified as Energy Star		
Units made accessible		
Units brought into compliance with lead safety rules (24 CFR Part 35)		
1. Total		

1st Time Homebuyers: of total households		
Number received housing counseling		
Number down payment assistance/closing costs		
2. Total		

Assistance to Businesses		
Number of <i>new</i> businesses assisted		
Number of <i>existing</i> businesses assisted		
Number of existing businesses <i>expanding</i>		
Number of existing businesses <i>relocating</i>		
Number of businesses assisted with commercial facade treatment/ business building rehab		
Number of businesses assisted that provide goods or services to meet the needs of a service area, neighborhood, or community		
Women-owned businesses		
3. Total		

Name of Each Business Assisted	DUNS #	N/A
<i>*DUNS number required for each business</i>		

EXHIBIT "D"

MONTHLY PROGRESS REPORT
(Continued)

D. Program Objectives

* Work Tasks	Projected Yearly Total / Performance	Monthly Progress	Progress Yr-To-Date	Supporting Documentation
Design Plans and Specifications	1			Copies of design plans and specifications
Advertise, Bidding, and Pre-Bid Meeting	1			Copy of advertisement, minutes, and pre-bid meeting sign-in sheets
Bid Opening, Selection, and Award	1			Copy of bid tabulations, recommendation of award letter.
Construction Contract Execution, Pre-Construction Meeting, and Construction	1			Copy of executed construction contract, pre-construction meeting minutes/sign-in sheets, and construction progress/inspection reports
Punch list Items	1			Copy of punch list items
Completion of Construction	1			Final invoice and supporting documentation from Construction Contractor to CITY

* Work Tasks as listed in Exhibit "C" (Project Schedule/Timeline) of the Agreement.

EXHIBIT "E"

REQUEST FOR PAYMENT

Community Development Block Grant Program
42nd Year Funding

Contract Period _____ to _____

1. Project Name:			
2. Organization:		Telephone Number:	
3. Billing Number:			
4. Billing Period Covered:			
5. % of Total Contract, Expended through this Billing:			
6. Cost Categories	Total Expenditures Up to Last Billing	Expenditures This Billing	Total Expenditures To Date
A. Project Costs			
Salary and Fringes			
Contractual			
Construction			
Other Project Costs			
Total Expenditures			
Funds Obligated: (By Funding Agreement)			
Balance			
B. In-kind			

EXHIBIT "E"

REQUEST FOR PAYMENT
(Continued)

7. Detail of Request for Payment (Attach copies of Invoices, Other Applicable Documentation)			
Vendor Name	Invoice # (If Applicable)	Description of Service	Amount

Total Request for Reimbursement \$ _____

8. Certification:

I certify that items 1 - 7 of this billing are correct and just and are based upon obligation(s) of record for the Project; that the work and services are in accordance with the Broward County approved Agreement including any amendments thereto, and that the progress of the work and services under the Agreement are satisfactory and are consistent with the amount billed.

Signature and Title of Authorized Official
Form 608.700 Revised 06/04

Date

**EXHIBIT "F"
INSURANCE REQUIREMENT**

TYPE OF INSURANCE	MINIMUM LIABILITY LIMITS		
		Each Occurrence	Aggregate
COMMERCIAL GENERAL LIABILITY Broad form or equivalent <i>With no exclusions or limitations for:</i> <input checked="" type="checkbox"/> Premises-Operations <input checked="" type="checkbox"/> Explosion, Collapse, Underground Hazards <input checked="" type="checkbox"/> Products/Completed Operations Hazard <input checked="" type="checkbox"/> Contractual Insurance <input checked="" type="checkbox"/> Independent Contractors <input checked="" type="checkbox"/> Personal Injury <input type="checkbox"/> Other:	Bodily Injury		
	Property Damage		
	Combined single limit Bodily Injury & Property Damage	\$ 1 mil	\$ 1 mil
	Personal Injury		
BUSINESS AUTO LIABILITY COMPREHENSIVE FORM <input checked="" type="checkbox"/> Owned <input checked="" type="checkbox"/> Hired <input checked="" type="checkbox"/> Non-owned <input checked="" type="checkbox"/> Scheduled <input checked="" type="checkbox"/> Any Auto	Bodily Injury (each person)		
	Bodily Injury (each accident)		
	Property Damage		
	Combined single limit Bodily Injury & Property Damage	\$ 500 k	
EXCESS/UMBRELLA LIABILITY <i>May be used to supplement minimum liability coverage requirements.</i>	Follow form basis or Add'l insd endorsement is required		
<input checked="" type="checkbox"/> WORKERS' COMPENSATION <i>If exempt: State Exemption Certificate or letter on company letterhead is required.</i> <input checked="" type="checkbox"/> EMPLOYERS' LIABILITY	Chapter 440 FS (each accident)	STATUTORY \$ 100 k	U.S. Longshoremen & Harbor Workers' Act & Jones Act is required for any activities on or about navigable water
<input type="checkbox"/> POLLUTION LIABILITY OR ENVIRONMENTAL IMPAIRMENT LIABILITY WITH CLEAN-UP COSTS	(each accident)		
	Extended coverage period		
<input type="checkbox"/> BUILDER'S RISK (PROPERTY) "ALL RISK" WITH WIND AND FLOOD Coverage must remain in force until written final acceptance by County.	Maximum Deductible: \$10 k DED for WIND or WIND & FLOOD not to exceed 5% of completed value CONTRACTOR IS RESPONSIBLE FOR DEDUCTIBLE		Completed Value form
<input type="checkbox"/> Installation floater Coverage must be "All Risk", completed value. Coverage must remain in force until written final acceptance by County.	Maximum Deductible: \$10 k CONTRACTOR IS RESPONSIBLE FOR DEDUCTIBLE		Completed Value form
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES BROWARD COUNTY AND CITY ARE LISTED AS ADDITIONAL INSUREDs ON THE GENERAL LIABILITY POLICY			
CERTIFICATE HOLDER: Broward County 115 South Andrews Avenue Fort Lauderdale, FL 33301			

Revised 2013