

**AGREEMENT**  
**between**  
**City of Fort Lauderdale**  
**and**  
**Urban League of Broward County**  
**for**  
**FY 2013 Edward Byrne Memorial Justice Assistance Grant**  
**Florida Department of Law Enforcement**  
**Subgrant #2014-JAGC-BROW-8-E5-129**  
**Substance Abuse Prevention (SAP)**

This Agreement, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, by and between:

**CITY OF FORT LAUDERDALE**, a municipal corporation of the State of Florida,  
herein after referred to as "CITY"

and

**URBAN LEAGUE OF BROWARD COUNTY**, an active nonprofit Florida corporation,  
hereinafter referred to as "PROVIDER."

WHEREAS, this Agreement will enable PROVIDER to provide services, funded through the federal Edward Byrne Memorial Justice Assistance Grant Program (Byrne/JAG); and

WHEREAS, Byrne/JAG funds in Florida are administered by the Florida Department of Law Enforcement (FDLE);

WHEREAS, FDLE requires Byrne/JAG funds to be distributed to local units of government;

WHEREAS, on September 3, 2013 the CITY adopted Resolution No. 13-150 authorizing the submittal of a grant application to the Florida Department of Law Enforcement, 2013 Edward Byrne Justice Assistance Countywide Solicitation Grant Program and allowing for the Fort Lauderdale Police Department to serve as Law Enforcement partner for the Urban League, in connection with the implementation of the Substance Abuse Prevention (SAP) program;

WHEREAS, FDLE now requires a contract be executed between the CITY and the PROVIDER in order for the CITY to receive reimbursement for the funds paid to the PROVIDER for SAP program services.

NOW, THEREFORE, the parties agree as follows:

**I. SCOPE OF SERVICE**

A. PROVIDER agrees to provide the services and meet the outcome measures set forth in Exhibit A, Scope of Work.

- B. PROVIDER agrees to attend Byrne/JAG Project Director's meetings, seminars and/or training sessions as scheduled by the United Way of Broward County Commission on Substance Abuse (UWBCCSA).
- C. PROVIDER agrees to comply with the Monitoring/Reporting Requirements specified in Section VI of this Agreement.
- D. Background Screening: the PROVIDER shall comply with the requirements for background screening as mandated in Sections 943.0542, 984.01, Chapter 435, 402, 39.001, and 1012.465 Florida Statutes, as applicable.

## **II. TERMS AND TIME OF PERFORMANCE**

The term of this agreement shall be for the period of **October 1, 2013, through September 30, 2014.**

**PROVIDER understands and acknowledges that the funding will only be for the Agreement Term stated herein.**

This Agreement may be terminated with cause or without cause in accordance with the provisions contained in Section XVII of this Agreement.

## **III. FUNDING AND METHOD OF PAYMENT**

- A. It is expressly agreed and understood that the maximum amount payable by the CITY to PROVIDER for the term under this agreement shall not exceed **\$90,000.00** ("Contract Amount").
- B. The CITY agrees to pay for units of service actually provided, invoiced and documented as specified in Exhibit A, Scope of Work. An original invoice, in the format prescribed by the CITY is due to UWBCCSA on or before the tenth (10<sup>th</sup>) day of the month following the month in which services were rendered. For the purpose of this contract, the CITY prescribes the invoice format required by UWBCCSA for Byrne/JAG grants. UWBCCSA will provide preliminary review and approval of each invoice and upon approval, forward it to the CITY for final approval by the fifteenth (15<sup>th</sup>) day of the month. The CITY agrees to reimburse PROVIDER on a monthly billing basis.

In order to be deemed proper as defined by the Florida Prompt Payment Act, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the forms as prescribed by the CITY. Invoices and/or documentation returned to PROVIDER for corrections may be cause for delay in receipt of payment. Late submission may result in delay in receipt of payment. The CITY shall pay PROVIDER within thirty (30) calendar days of receipt of PROVIDER'S properly submitted invoice.

- C. The PROVIDER shall submit the invoice for the end of the fiscal year, for payment to the UWBCCSA no more than fifteen (15) days after the last day of the month the contract is terminated. If the PROVIDER fails to do so, all rights to payment are forfeited and the CITY will not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this contract may be withheld until all reports due from the

PROVIDER are received by the CITY and any necessary adjustments thereto have been approved by the CITY.

- D. In the event this Agreement provides for more than one service or program, the CITY'S City Manager, or designee, may shift funding between services and/or program(s) components, at any time, upon written notice to PROVIDER; however, the CITY'S City Manager, or designee, may not increase funding in excess of the Contract Amount and the total of these adjustments shall not exceed ten percent (10%) of the total Contract Amount.
- E. Submission of accurate, timely documentation and other requested information as required by the CITY shall be considered a factor in evaluating future funding requests. Invoices and/or documentation returned to PROVIDER for corrections may not be considered as submitted and shall be cause for delay in receipt of reimbursement.
- F. PROVIDER attests to CITY that no other reimbursement is available or used for invoiced services unless expressly authorized by CITY. This Agreement specifically excludes Medicaid covered services provided to Medicaid certified clients. PROVIDER shall bill and pursue collection of third party and client payments (where applicable) for services rendered under this Agreement. In the event CITY pays PROVIDER for a service that later becomes eligible for Medicaid or other third party coverage, then PROVIDER agrees to deduct the amount paid by CITY on its next invoice. In the event the PROVIDER has submitted a final invoice, PROVIDER shall reimburse CITY in the amount received by Medicaid or other third party payor within (30) days of receipt of that Medicaid payment. Additionally, the PROVIDER must note in the client file the date when clients become eligible for Medicaid or other third party payor. PROVIDER shall keep accurate and complete records of any fees collected, reimbursement, or compensation of any kind received from any client or other third party, for any service covered by this Agreement, and shall make all such records available to CITY upon request. PROVIDER shall report such fees; reimbursement, compensation or funding to CITY for such payments received which will be deducted from PROVIDER's invoices.
- G. No capital equipment shall be purchased under this Agreement. Capital equipment is defined by the Florida Statutes, Chapter 274, as items with a value greater than \$1,000 which have a life expectancy of more than one year.
- H. PROVIDER shall submit a W-9 IRS form providing the name, address and Federal I.D. Number of the official payee to whom payment shall be made.
- I. It is PROVIDER'S responsibility to advise the Project Director, in writing, of changes in name, address and/or telephone number.

#### **IV. NOTICES**

Notices required by this Agreement shall be in writing and delivered by certified mail, return receipt requested; commercial courier or in person with proof of delivery. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this Agreement shall be directed to the following Agreement representatives:

**CITY**

Lee R. Feldman  
City Manager

**PROVIDER**

Germaine Smith Baugh  
President / Chief Executive Officer

**As to the CITY:**

City Manager's Office  
City of Fort Lauderdale  
100 North Andrews Avenue  
Fort Lauderdale, FL 33301

**As to the PROVIDER:**

Urban League of Broward County  
560 NW 27th Ave  
Fort Lauderdale, FL 33311

**V. GENERAL CONDITIONS**

A. General Compliance

The PROVIDER agrees to comply with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended (42 U.S.C. 3711 et seq.); the provisions of the current edition of the Office of Justice Programs Financial Guide and all other applicable federal, state and local laws, orders, circulars, regulations and policies governing the funds provided under this Agreement. The PROVIDER further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. Independent Contractor

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The PROVIDER shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. Services provided by PROVIDER shall be by employees of PROVIDER and subject to supervision by PROVIDER, and not as officers, employees, or agents of the CITY. The CITY shall be exempt from payment of all wages/compensation, Unemployment Compensation, FICA, retirement, life and/or medical insurance, Workers' Compensation Insurance, travel, per diem policies and other similar administrative procedures applicable to services rendered under this Agreement as the PROVIDER is an independent contractor.

C. Hold Harmless

PROVIDER shall protect, defend, indemnify and hold harmless the CITY, its officers, employees and agents, from and against any and all lawsuits, penalties, claims, damages, settlements, judgments, decrees, costs, charges and other expenses or liabilities of every kind, sort or description including, but not limited to, attorneys' fees at both the trial and appellate levels, in connection with or arising, directly or indirectly, out of or resulting from the PROVIDER'S acts or omissions in PROVIDER'S performance or nonperformance of its obligations or services under this Agreement. Without limiting the foregoing, any and all such claims, relating to personal injury, death, damage to property, defects in material or workmanship, actual or alleged infringement or any patent, trademark, copyright or of any other tangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation or decree of any court, are included in the indemnity.

D. Workers' Compensation

PROVIDER shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance

1. PROVIDER shall purchase and maintain continuously during the term of this Agreement, commercial general liability insurance with a minimum combined single limit of \$1,000,000.00 per occurrence and \$2,000,000 aggregate. CITY shall be included under said insurance policy as an additional insured.
2. PROVIDER shall further provide proof of coverage to CITY and carry at PROVIDER'S own cost and expense Workers' Compensation Insurance in compliance with the State Statute, and Employers' Liability Insurance in an amount not less than \$500,000.
3. PROVIDER shall provide CITY with valid certificates of insurance and receive approval from the CITY'S Risk Manager prior to commencement of this Agreement. All required insurance will be placed with carriers licensed to do business in the State of Florida, having agents upon whom service of process may be made in the State of Florida, and must be rated no less than "A-" as to management, and no less than "Class X" as to financial strength, by the latest edition of AM Best's Key Rating Insurance Guide. In addition, these carriers must hold a valid Florida Certificate of Authority issued by the State of Florida, Department of Insurance, and be members of the Florida Guarantee Fund. All policies shall provide thirty (30) days written notice of expiration and/or cancellation to both parties. If PROVIDER fails to deliver an insurance certificate, the CITY'S failure to request delivery shall in no way be construed as a waiver of PROVIDER'S obligation to provide the insurance coverage specified herein.

F. Amendments: Assignments

1. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality herewith. However, the CITY MANAGER for the CITY may sign a modification, amendment or alteration to the terms and conditions of this Agreement where there is a change to Exhibit A, Scope of Services, to reduce the Contract Amount, redistribute the maximum dollars dedicated between any approved services provided such change equals no more than 10% of the Contract Amount and does not increase the Contract Amount, or to change performance outcomes.
2. PROVIDER shall not assign the responsibility of this Agreement, in whole or in part, to another party without prior written approval of the CITY. The PROVIDER herein shall not assign payments under this contract or agreement without the prior written consent of CITY. All such assignments or subcontracts shall be subject to the conditions of this Agreement and to any conditions of approval that the CITY shall deem necessary.

## G. Default

The following events shall constitute an “Event of Default” pursuant to this Agreement:

1. The PROVIDER fails to perform any covenant or term or condition of this Agreement; or any representation or warranty of the PROVIDER herein or in any other grant documents executed concurrently herewith or made subsequent hereto, shall be found to be inaccurate, untrue or breached.
2. If the PROVIDER or any endorser of the Agreement files a voluntary petition in bankruptcy or shall be adjudicated as bankrupt or insolvent, or shall file any petition or answer seeking reorganization, arrangement, composition, readjustment, liquidation, wage earner’s plan, assignment for the benefit of creditors, receivership, dissolution or similar relief under any present or future Federal Bankruptcy Act or any other present or future applicable federal, state or other local law, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of PROVIDER for all or any part of the properties of PROVIDER; or if within ten (10) days after commencement of any proceeding against the PROVIDER, seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, debtor relief or similar relief under any present or future Federal Bankruptcy Act or any other present or future federal, state or other local law, such proceeding shall not have been dismissed or stayed on appeal; or if, within ten (10) days after the appointment, without the consent or acquiescence of the PROVIDER or of any endorser of the Agreement, of any trustee, receiver, or liquidator of the PROVIDER or any endorser of the Note, or of all or any portion of the Property, such appointment shall not have been vacated or stayed on appeal or otherwise; or if within ten days after the expiration of any such stay, such appointment shall not have been vacated.
3. PROVIDER’S breach, violation or failure to perform any of the obligations or any of the covenants and conditions contained herein. Upon the occurrence of any event of default, the CITY shall cease making disbursements hereunder. PROVIDER shall cure such default within thirty (30) days.

## VI. ADMINISTRATIVE REQUIREMENTS

### A. Circulars, Statutes and Common Rules

The PROVIDER shall use the following Circulars as a guideline for managing the CITY’S funding:

1. Administrative Requirements: OMB Circular A-102 “Grants and Cooperative Agreements with State and Local Governments,” OMB Circular A-110 “Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations.”
2. Allowable Costs: OMB Circular No. 87, “Cost Principles for State and Local Governments,” OMB Circular No. A-21, “Cost Principles for Educational Institutions,” OMB Circular No. A-122 “Cost Principles for Nonprofit Organizations” and OMB Circular A-133, “Audits of State, Local Governments and Non-Profit Institutions.”

3. Florida Statutes 215.97, Florida Single Audit Act.

B. Financial Management

1. Accounting Standards

The PROVIDER agrees to comply with 28 CFR Part 66 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The PROVIDER shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

3. Supplanting

The PROVIDER shall not use funds provided by the CITY to replace funds from other funding sources.

C. Documentation and Record Keeping

The PROVIDER shall maintain all records required by the federal regulations specified in 28 CFR Part 66, which are pertinent to the activities to be funded under this Agreement.

1. Records to be Maintained

PROVIDER agrees to maintain the following, as applicable:

a. Internal Documentation

- (1) Personnel files including hiring records, job descriptions, policies, evaluation procedures, and background screening results
- (2) Authorized time sheets, records, and attendance sheets
- (3) Daily activity log and monthly calendar
- (4) Signature of person at sites authorizing presentations
- (5) Training modules
- (6) Pre and post session questionnaires
  
- (7) Client information release form
- (8) Community Resource Inventory Organizational Profile update
- (9) Emergency Disaster Plan
- (10) Such other information as requested by CITY

b. Units of Service

PROVIDER shall document and maintain permanent client records that reflect individual beginning and ending service times, dates of service and nature of service for all units of service provided under this Agreement.

2. Disclosure

The PROVIDER, its agents, employees or subgrantees will not use or disclose any information concerning a recipient of services under this contract for any purpose not in conformity with state statutes and any applicable federal regulations except upon written consent of the recipient, or his/her responsible parent or guardian when authorized by law.

3. Audit Right and Retention of Records

CITY shall have the right to audit the books, records, and accounts of PROVIDER that are related to the Scope of Services under this Agreement. PROVIDER shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Scope of Services under this Agreement. As defined in the Florida Single Audit Act, the PROVIDER agrees to allow the CITY, the comptroller, the Auditor General or other auditing body access to its records as required by Florida Statutes 215.97, Florida Single Audit Act.

PROVIDER shall preserve and make available, at reasonable times for examination and audit by CITY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of the Agreement Term of this Agreement and for five (5) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or five (5) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings.

As used in this Agreement, records shall include but not be limited to e-mails, memorandums, correspondence, accounting documents, receipts, invoices, minutes of meetings, surveys and any and all other documents or data either electronic, paper or both, associated in any way to the administration and implementation of this Agreement and the receipt and disbursement of the federal funds provided in this Agreement.

If the Florida Public Records Act is determined by CITY to be applicable to PROVIDER'S records, PROVIDER shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by PROVIDER. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for CITY'S disallowance and recovery of any payment upon such entry.



In addition Pursuant to Florida Statute 119.0701, the Provider shall:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
- (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this Florida Statute Chapter 119 or as otherwise provided by law.
- (c) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the Provider upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

4. Ownership of Documents

Any and all reports, photographs, surveys, studies, films, books, tapes, recordings, curricula, statistical compilations, materials, presentations, media materials, pamphlets, flyers, software and any other data and documents provided or created in connection with this Agreement (herein referred to as “Documents”) are and shall remain the property of CITY. Upon termination of this Agreement, all documents prepared by PROVIDER, whether finished or unfinished, shall become the property of CITY and shall be delivered by PROVIDER to the CITY, at CITY’S request, within seven (7) days of termination of this Agreement by either party. Any compensation due to PROVIDER shall be withheld until all documents are received as provided herein.

If this Agreement results in any copyrightable material or inventions, the CITY and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes. PROVIDER nor its officials, agents or employees shall cause the copyright or trademark of any Documents (as defined herein) that are provided or created in connection with this Agreement without the prior written approval of CITY, in its sole discretion.

5. Close-outs

The Participant’s obligation to the CITY shall not end until all closeout requirements are completed. Activities during this closeout period shall include, but are not limited to: submitting final reports, making final payments, disposing of program assets and determining the custodianship of records.

6. Audits & Inspections

PROVIDER agrees to submit to the CITY a certified independent fiscal audit of all its corporate activities and any accompanying management report(s) issued in

conjunction with the audited financial statements. This audit shall be conducted in accordance with auditing standards generally accepted in the United States of America (GAAS). If PROVIDER is subject to an audit under the guidelines consistent with: 1) Government Auditing Standards (GAS), issued by the Comptroller General of the United States; 2) Office of Management and Budget (OMB) Circular A-133, Audit of States, Local Governments and Non-Profit Organizations; or 3) the Florida Single Audit Act, Florida Statutes 215.97, and rules of the Auditor General of Florida, then a single bound report is to be provided to the CITY.

The PROVIDER shall pay for this audit at its own expense. The audit shall indicate compliance or non-compliance with United States Department of Justice regulations. This audit shall be initiated within sixty (60) days of the end of PROVIDER'S fiscal year in which fiscal year PROVIDER received funds pursuant to this Agreement. PROVIDER shall provide a copy of the final audit report to the CITY within thirty (30) days of receipt, but not later than six (6) months after the end of the audit period.

Audit extensions may be granted in writing by the Project Director upon receipt in writing of such request with appropriate justification by the PROVIDER.

#### D. Reporting

FDLE Quarterly Narrative and Performance Reports; Quarterly Outcome/Output & Financial Matrix Reports; and Monthly Invoices will be submitted according to the schedule by the PROVIDER to UWBCCSA and CITY.

PROVIDER agrees:

1. PROVIDER agrees to comply and participate in any data collection as required by the CITY. Also, PROVIDER agrees to furnish CITY with any and all reports required in this Agreement within the accompanying time requirements as noted.
2. In the event services similar or identical to those covered under this agreement are purchased and/or subsidized in whole or in part by another public or private funding source, notice of funding specifics shall be submitted to the Project Director.
3. The CITY may, at its discretion, administer or require the PROVIDER to administer Client Satisfaction Surveys, as deemed necessary. PROVIDER shall provide necessary client information and facilitate the administration of client satisfaction surveys, as directed by the CITY.
4. The PROVIDER shall submit Client Outcome data, in the format provided by the UWBCCSA, within time frames specified by the UWBCCSA. The PROVIDER shall also report any barriers experienced in outcome achievement. The report should also include any noteworthy activities that have occurred during the term of this Agreement and such other information as requested.

E. Monitoring

Monitoring of any services provided through this contract will be conducted by the CITY in conjunction with the UWBCCSA. The CITY, at its discretion, may accompany the UWBCCSA monitor, or conduct an additional monitoring, if desired.

PROVIDER agrees:

1. To assign appropriate staff as necessary to attend meetings with CITY staff to discuss issues and recommendations concerning quality of service; service delivery systems, coordination of services, consumer satisfaction, records maintenance, and funding maximization, etc.
2. To provide full access at administrative and service delivery sites to CITY during all announced and unannounced visits, for the purpose of examination of records and data covered by this Agreement as well as observation of service delivery, and consumer/PROVIDER staff interaction. CITY and PROVIDER shall maintain the confidentiality of Client services and records in full accordance with any federal or state laws or federal regulations mandating such confidentiality.
3. To make all records and files pertaining to Clients subject at all times to inspection, review and/or audit by CITY.
4. That, if documentation is not readily available, then payments may be suspended until such time as PROVIDER has rescheduled another monitoring appointment to occur within thirty (30) days.
5. To respond to any monitoring findings within the time frame specified therein, that back-up documentation to be used to support the billings and outcomes provided shall be approved in writing by CITY staff.
6. That, findings of monitoring reports, responsiveness to corrective action, and all the performance requirements of this Agreement and timeliness of requested information shall be considered factors in evaluating future funding requests.
7. To provide CITY access to records and client files developed relevant to this Agreement regarding assessment of Outcomes beyond the expiration of this Agreement, as applicable.
8. To submit copies of any monitoring reports and/or accreditation reports from other agencies or funding sources for similar services provided to CITY within thirty (30) days of receipt. Such reports shall be sent to Project Director.

F. Security Obligations

PROVIDER shall maintain an appropriate level of data security for the information the PROVIDER is collecting or using in the performance of this contract. This includes, but is not limited to, approving and tracking all PROVIDER employees that request system or information access and ensuring that user access has been removed from all terminated PROVIDER employees.

**VII. PERSONNEL & PARTICIPANT CONDITIONS**

A. Nondiscrimination

Programs receiving funding from the CITY shall not discriminate against an employee, volunteer, or participant of the PROVIDER on the basis of race, color, gender, sexual orientation, religion, national origin, citizenship, disability, or age except that programs may target services for specific participant groups as defined in the application. Additionally, agencies receiving funds shall demonstrate the standards, policies, and practices necessary to render services in a manner that respects the worth of the individual and protects and preserves the dignity of people of diverse cultures, classes, races, religions, sexual orientation, and ethnic backgrounds. The parties shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by CITY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, the parties shall take affirmative steps to ensure nondiscrimination in employment of persons with disabilities.

B. Equal Employment Opportunity and Affirmative Action (EEO/AM Statement)

The PROVIDER will, in all solicitations or advertisements for employees placed by or on behalf of the PROVIDER; state that it is an Equal Opportunity or Affirmative Action employer. E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 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."

C. E-Verify

PROVIDER agrees for itself to use and will include in its agreements with its subgrantees and its subcontractors performing work or providing services pursuant to and during the term of this Agreement, a requirement to use the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the PROVIDER, subgrantees and subcontractors.

D. Health Insurance Portability and Accountability Act (HIPPA)

Both parties agree to satisfy the standard for personal health information contained in the federal and state statutes and regulations, including, without limitation, any regulations promulgated under HIPAA (Health Insurance Portability and Accountability Act), as applicable. It is expressly understood by the parties that where CITY is funding services, CITY personnel and/or its agents shall have access to protected health information (hereinafter known as "PHI") for the purposes of compliance monitoring, quality assurance activities, and auditing. These provisions do not preclude CITY from disclosing protected health information to report unlawful conduct in accordance with 45 C.F.R. 164.502(j) (as may be amended from time to time).

Where required, PROVIDER shall handle and secure such PHI in compliance with HIPAA and its related regulations and, if required by HIPAA or other laws, include in its "Notice of Privacy Practices" notice of PROVIDER and/or CITY'S uses of client's PHI. The requirements to comply with this provision and HIPAA shall survive the expiration or earlier termination of this Agreement. The parties to this Agreement do not believe that a business associate or trading partner relationship (as defined by the Health Insurance Portability and Accountability Act or "HIPAA") exists between PROVIDER and CITY with regard to this Agreement; however if the Project Director subsequently determines that such a relationship exists, the parties agree to enter into an appropriate agreement using the form of such agreement to be provided by Project Director in his/her sole and absolute discretion at that time.

E. Drug-Free Workplace

The Drug-Free Workplace Act of 1988 (42 U.S.C. 701), which requires grantees (including individuals) of federal agencies, as a prior condition of being awarded a grant, to certify that they will provide drug-free workplaces. Each potential recipient must certify that it will comply with drug-free workplace requirements in accordance with the Act and with the United States Department of Justice's regulations provided at 28 CFR Part 83.

F. Debarment and Suspension

E.O. 12549 and 12689, "Debarment and Suspension," as set forth at 28 CFR Part 67. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

G. Prohibited Activity

The PROVIDER is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

H. Subcontracts

1. Approvals:

The PROVIDER shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the CITY prior to the execution of such agreement.

2. Monitoring:

The PROVIDER will monitor all subcontracted services on a regular basis to assure Agreement compliance. Results of monitoring efforts shall be summarized in written

reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

3. Content:

The PROVIDER shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

4. Selection Process:

No employee, officer, or agent of the PROVIDER shall participate in the selection, award, or administration of a contract supported by Byrne/JAG funds if a real or apparent conflict of interest would be involved. The PROVIDER shall take such actions to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the CITY along with documentation concerning the selection process.

I. Hatch Act

The PROVIDER agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

J. Pro Children Act Compliance

The PROVIDER shall comply with Public Law 103227 Part C Environmental Tobacco Smoke, also known as the Pro Children Act of 1994, which requires that smoking not be permitted in any portion of any indoor area routinely used or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, education or library programs either directly or through State or local governments, by Federal grant, contract loan, or loan guarantee. The law does not apply to children's services provided in the private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$ 1,000 per day and/or the imposition of an administrative compliance order on the responsible entity.

**XIII. COMPLIANCE WITH LAWS**

The parties shall comply with all federal, state, and local government laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations related to this Agreement.

**IX. PUBLIC ENTITIES CRIMES ACT**

PROVIDER represents that the execution of this Agreement will not violate the Public Entities Crimes Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a

contractor, consultant or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on a contract to provide any goods or services to CITY, may not submit a bid on a contract with CITY for the construction or repair of a public building or public work, may not submit bids on leases of real property to CITY, may not be awarded or perform work as a contractor supplier, subcontractor, or consultant under a contract with CITY, and may not transact any business with CITY in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Violation of this section shall result in cancellation of this Agreement and recovery of all monies paid hereto, and may result in debarment from CITY'S competitive procurement activities.

## **X. GOVERNING LAW AND VENUE**

This Agreement shall be governed, construed, and controlled according to the laws of the State of Florida without regard to its conflict of laws provisions. Any claim, objection or dispute arising out of the terms of this Agreement shall be litigated in the Seventeenth Judicial Court in and for Broward County, Florida.

## **XI. WAIVER OR BREACH**

The CITY'S failure to act with respect to a breach by the PROVIDER does not waive its right to act with respect to subsequent or similar breaches. Failure of the CITY to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

## **XII. DEFAULT**

In the event that the awarded PROVIDER(S) should breach this contract, CITY reserves the right to seek remedies in law or in equity.

## **XIII. REPRESENTATIONS AND ACKNOWLEDGMENTS**

- A. PROVIDER represents to CITY that upon the execution of this Agreement and continuing throughout the Agreement Term the following are true and correct. In the event that any of the following representations become at any time not true, the PROVIDER shall immediately provide written notice of same to the Project Director.
1. There have been no irregularities involving its management or employees that could have a material effect on PROVIDER'S operations or financial stability.
  2. PROVIDER has committed no violations or possible violations of laws or regulations the effects of which should be considered by CITY prior to entering into this Agreement.
  3. There are no material transactions that have not been properly recorded in the appropriate document(s) or disclosed.

4. Related party transactions as defined by generally accepted accounting principles and related amounts receivable or payable have been properly recorded or disclosed.
5. It maintains appropriate active license(s), which are all in good standing and have not been revoked or suspended, where PROVIDER is operating a facility or providing a service where any type of licensure is required, including, but not limited to federal, state, county and local law.
6. PROVIDER represents that all persons delivering the services required by this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in the Scope of Services and to provide and perform such services to CITY'S satisfaction for the agreed compensation.
7. PROVIDER shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of PROVIDER'S performance and all interim and final product(s) provided to or on behalf of CITY shall be comparable to local state and national best practice standards.

B. PROVIDER acknowledges that:

1. Verification of liability protection, shall accompany this Agreement upon execution of this Agreement by PROVIDER.
2. Information, guidance and technical assistance offered by Project Director, or any other staff, whether written or verbal, in no way constitutes a guarantee of execution of this Agreement by the CITY and should not be relied upon as a basis for doing business, delivering service, expending financial resources or expectation of receipt of payment.

**XIV. SECTION HEADINGS AND SUBHEADINGS**

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

**XV. SEVERABILITY**

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CITY or PROVIDER elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

**XVI. TERMINATION OF AGREEMENT**

- A. It is the intent of the CITY to assure consistent and orderly delivery of services. It is the further intent of the CITY to terminate Agreements only in those situations where such



action is essential for the protection of its interest and the interests of persons receiving services, as determined by the CITY.

- B. This Agreement may be terminated by the PROVIDER without cause upon no less than thirty (30) days' notice. Said notice shall be in writing and delivered by certified mail, return receipt requested; commercial courier or in person with proof of delivery.
- C. This Agreement may be terminated by the CITY without cause upon no less than thirty (30) days written notice. Said notice shall be in writing and delivered by certified mail, return receipt requested; commercial courier or in person with proof of delivery.
- D. In the event that funds needed to finance this Agreement become unavailable, the CITY may terminate the contract upon no less that twenty-four (24) hours' notice in writing to the PROVIDER. Said notice shall be delivered by certified mail, return receipt requested; commercial courier or in person with proof of delivery. The CITY shall endeavor, whenever possible and consistent with its legal obligations and principles of prudent management to provide thirty (30) days' notice for Termination for Lack of Funds. The CITY shall be the final authority as to the availability of funds and extension of notice beyond the minimum time herein stated.
- E. In addition to the rights set forth in sub paragraphs C and D above, this Agreement may be terminated by the CITY with cause upon no less than twenty-four (24) hours written notice. Said notice shall be delivered by certified mail, return receipt requested; commercial courier or in person with proof of delivery.

**XVII. ENTIRE AGREEMENT**

This Agreement shall constitute the entire Agreement between CITY and PROVIDER; for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the CITY and the PROVIDER with respect to this Agreement. No prior written, prior or contemporaneous oral promises or representations shall be binding. This Agreement shall not be amended except by written instrument signed by both parties.

**XVIII. MULTIPLE ORIGINALS**

This Agreement may be fully executed in two (2) copies or more by all parties, each of which bearing original signatures, shall have the force and effect of an original document.

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**CITY OF FORT LAUDERDALE:**

**WITNESSES:**

\_\_\_\_\_ DATE: \_\_\_\_\_  
**John P. "Jack" Seiler, Mayor**

\_\_\_\_\_  
Witness print/type name

\_\_\_\_\_ DATE: \_\_\_\_\_  
**Lee R. Feldman, City Manager**

\_\_\_\_\_  
Witness print/type name

**ATTEST:**

\_\_\_\_\_ DATE: \_\_\_\_\_  
**Jonda K. Joseph, City Clerk**

Approved as to form and legal sufficiency  
Subject to execution by the parties:

By: \_\_\_\_\_ DATE: \_\_\_\_\_  
**Bradley H. Weissman, Esquire**  
**Assistant City Attorney/Police Legal Advisor**

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**EXHIBIT A**  
**SCOPE OF WORK**

**Agency Name:** Urban League of Broward County  
**Program Name:** Substance Abuse Prevention (SAP) Program  
**Contract #:** 2014-JAGC-BROW-8-E5-129

**I. Scope of Services**

URBAN LEAGUE shall perform all services as identified in the Florida Department of Law Enforcement (FDLE) Justice Assistance Grant (JAG) contract 2014-JAGC-BROW-8-E5-129, incorporated herein by reference.

**II. Requirements**

**A. Special Requirements for Byrne JAG Grant Sub Grantees:**

1. URBAN LEAGUE shall adhere to all terms, provisions, and standard conditions, including addendums thereto, of the FDLE Edward Byrne Memorial Justice Assistance Grant (JAG) Sub grant Award Certificate and Application for Funding Assistance, incorporated herein by reference.
2. URBAN LEAGUE shall meet the requirements for reporting and submission of documentation required within the time frames established by the United Way of Broward County Commission on Substance Abuse (UWBCCSA) acting on behalf of CITY to provide grant administrative reviews, reporting and program performance monitoring for FDLE Justice Assistance Grant contract 2014-JAGC-BROW-8-E5-129.
3. UWBCCSA shall serve as liaison with FDLE on behalf of CITY and URBAN LEAGUE for matters pertaining to items listed in Number 2, above.
4. URBAN LEAGUE shall adhere to all terms, provisions and conditions of the UWBCCSA Memorandum of Understanding, Edward Byrne Memorial/JAG Grant 2013-2014 incorporated herein by reference.

**B. Cultural Competence:**

URBAN LEAGUE will assure equal access to quality services by diverse populations by:

1. Promoting and supporting the attitudes, behaviors, knowledge and skills necessary for staff to work respectfully and effectively with clients and each other in a culturally diverse work environment.
2. Developing and implementing a strategy to recruit, retain, and promote qualified, diverse, and culturally proficient administrative, clinical and support staff that are trained and qualified to address the needs of the racial and ethnic communities being served.
3. Requiring and arranging for ongoing education and training for administrative, clinical, and support staff in culturally and linguistically proficient service delivery.

**C. Client Risk Prevention and Incident Reporting Requirement:**

URBAN LEAGUE shall immediately report knowledge or reasonable suspicion of abuse, neglect, or exploitation of a child, aged person, or disabled adult to the Florida Abuse Hotline on the state-wide toll-free telephone number (1-800-96ABUSE). In accordance with Chapters 39 and 415, Florida Statutes, as amended, the forgoing provision is binding upon both URBAN LEAGUE and its employees.

**D. Program Participants:**

A minimum of 160 unduplicated youth will be served.

**E. Background Screening/Licensing:**

All staff working in the program (including volunteers) must comply with Level 2 background screening and fingerprinting requirements in accordance with Sections 943.0542, 984.01, Chapter 435, 402, 39.001, and 1012.465 Florida Statutes and Broward County background screening requirements, as applicable. The program must maintain staff personnel files which reflect that a screening result was received and reviewed to determine employment eligibility prior to employment. Provider shall re-screen each employee, volunteer and/or subcontractor every five years.

An Attestation or Affidavit of Good Moral Character, as applicable, must be completed annually for each employee, volunteer, and subcontracted personnel who work in direct contact with children.

School based programs must follow all screening requirements as mandated by the School Board of Broward County.

**III. Units of Service**

A unit is defined per activity specific description as documented in the United Way of Broward County Commission on Substance Abuse Unit Cost Manual for Prevention Services, as amended November 2011, and billable per unit of measure as listed below:

- Group Session – per hour
- Youth Alternative Drug Free Event – per hour
- Anti-Drug Presentation – per hour
- Tracking – per hour

**IV. Cost per Unit of Service:**

Unit Type/Cost/Unit of Measure:

- Group Session – \$50.00 per hour
- Field Trips – \$70.00 per hour
- Anti-Drug Presentation – \$85.00 per hour
- Tracking – \$20.00 per hour

Where URBAN LEAGUE bills at an hourly rate, CITY agrees to reimburse for full fifteen (15) minute increments, unless otherwise provided herein, at the rate of one-quarter (1/4) of the

respective rate, so long as URBAN LEAGUE has provided the unit of service as required under the definition of a unit of service.

**V. Maximum Number of Units to be Purchased/Maximum Dollar Amount:**

**A. Units per Term of Agreement:**

1. Group Session – 1,680 units
2. Field Trips – 24 units
3. Anti-Drug Presentation – 40 units
4. Tracking – 46 units

**B. Amount per term of Agreement: \$90,000.00**

1. Group Session – \$84,000.00
2. Field Trips – \$1,680.00
3. Anti-Drug Presentation – \$3,400.00
4. Tracking – \$920.00

The maximum number of units and corresponding maximum dollar amounts may be redistributed between any approved services provided such change equals no more than 10% of the Contract Amount and does not increase the Contract Amount, or to change performance outcomes. Any such redistribution shall be accompanied by an explanation of the need for the change.

**VI. Outcomes/indicators:**

PROVIDER will submit a Quarterly Outcome/Output & Financial Matrix Report according to the schedule in the UWBCCSA Edward Byrne Memorial/JAG Grant 2013-2014 Memorandum of Understanding.

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