

**CITY OF FORT LAUDERDALE
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM
PUBLIC SERVICE PROGRAM PARTICIPATION AGREEMENT (FY 2020-2021)**

THIS AGREEMENT entered this 20th day of ^{July}~~June~~, 2021, by and between:

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

and

BOYS & GIRLS CLUBS OF BROWARD COUNTY, INC., a non-profit corporation organized under the laws of the State of Florida whose usual place of business is at 877 NW 61st Street, Fort Lauderdale, FL 33309, hereinafter referred to as "Participant."

WHEREAS, the Coronavirus Aid, Relief and Economic Security Act (CARES Act) was signed into law on March 27, 2020, in response to the economic fallout of the Coronavirus (COVID-19) pandemic in the United States and its impact on the economy, public health, state and local governments, individuals and businesses; and

WHEREAS, CARES Act grant funds were allocated through HUD to local governments to prepare for and respond to impacts of the COVID-19 pandemic; and

WHEREAS, Participant provides out-of-school time services to eligible persons during the summer and school year; and

WHEREAS, on April 6, 2021, the City Commission of the City of Fort Lauderdale approved a third substantial amendment to the amended 2019-2020 Annual Action Plan and 2015-2019 Consolidated Plan which allowed the City to reappropriate Five Hundred Thousand and 00/100 and 00/100 Dollars (\$500,000.00) in CDBG Cares Act grant funding that was previously appropriated for housing re-entry and support services to support the educational needs of our students that were directly caused or intensified by the COVID-19 pandemic; and

WHEREAS, the City's Summer Enrichment Program will provide academic instruction by certified teachers and educators to facilitate a learning environment that will focus on core educational components; and

WHEREAS, the City wishes to engage the Participant to assist the City in utilizing such funds to offer extended learning and recreational opportunities on school-sites for the City's most academically vulnerable and economically disadvantaged students;

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements set forth herein and other valuable consideration, the receipt of which is acknowledged, the City and Participant hereby agree as follows:

I. SCOPE OF SERVICE

A. Activities

The Participant will be responsible for administering a CDBG **Summer Enrichment Program for 2020-2021** Year (“Program”), in a manner satisfactory to the City and consistent with any standards required as a condition of providing these funds. The Participant has provided the City, through its Housing and Community Development Division (“HCD”), with documentation that shows that the Participant is lawfully in possession of the property used for this Program and that the Participant will remain so for the term of this Agreement. Such Program will include the following activities eligible under the Community Development Block Grant program as provided in **Exhibit A** attached hereto and incorporated herein.

B. National Objectives

All activities funded with CDGB funds must meet one of the CDBG program’s National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR Part 570.208, as may be amended from time to time. The Participant certifies that the activity(ies) carried out under this Agreement will meet the National Objective of benefiting low- and moderate-income persons by providing income eligible residents the services as more fully described in **Exhibit A**.

C. Levels of Accomplishment – Goals and Performance Measures

The Participant agrees to provide the following levels of program services at the times described in **Exhibit A**, attached hereto and incorporated herein.

The levels of accomplishment may include such measures as units rehabilitated; persons or households assisted, or meals served, and should also include time frames for performance.

D. Staffing

Staff position(s) to be filled by Participant and time commitments funded under this Agreement to be allocated to each activity are as provided in **Exhibit A**.

Any changes in the personnel assigned or their general responsibilities under this project or program are subject to the prior written approval of the Manager of Housing and Community Development for the City (hereinafter referred to as “HCD Manager”).

E. Performance Monitoring

The City will monitor the performance of the Participant against goals and performance standards as stated above. Substandard performance as determined by the City will constitute noncompliance with this Agreement. If action to correct such substandard

performance is not taken by the Participant within thirty (30) days after being notified by the City, Agreement suspension or termination procedures will be initiated.

F. Deliverables and Outcomes

Participant shall meet the deliverables, outcomes or both and expend funds obtained pursuant to this Agreement in accordance with the provisions herein.

Additionally, the City requires a monthly update on the Performance Indicators, as provided in **Exhibit B**. The report is due to the HCD Division by the 10th of each month.

G. Use of Funds

Participant understands that any use of funds except as described herein requires express written approval by the HCD Manager.

H. Calculating and Determining Income Eligibility

City and Participant acknowledge that HUD has three (3) different options that can be used when determining income: (1) HUD Part 5 Definition and (2) IRS Form 1040 Definition, or (3) Free and Reduced Lunch income determination.

The City of Fort Lauderdale and Participant shall use the HUD Part 5 definition of annual income when determining eligibility of an individual and/or household. The HUD Part 5 definition of annual income is the gross amount of income of all adult household members that is anticipated to be received during the 12-month period following the date the determination of eligibility is made. The nature of the activity may also warrant the use of HUD's presumed eligible category when determining household income. It is the participants full responsibility to ensure that all applicable regulations are adhered to when using a presumed eligibility determination for household income.

If Participant wishes to use the IRS Form 1040 Definition to determine income eligibility, Participant must make a request to and receive prior written approval from the HCD Manager.

II. TERM AND TIME OF PERFORMANCE

The contract period shall commence on June 21, 2021 and shall expire on July 29, 2021.

III. COMPENSATION

The Participant agrees to provide the services at the cost as specified in **Exhibit A**. It is acknowledged and agreed by the Participant that this amount is the maximum payable and constitutes a limitation upon City's obligation to compensate Participant for Participant's

services related to this Agreement. This maximum amount, however, does not constitute a limitation of any sort upon Participant's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. Except as otherwise provided, no amount shall be paid to Participant to reimburse Participant's expenses.

IV. BUDGET

The budget summary sheet for the Program is attached here to as **Exhibit C**. Any indirect costs charged must be consistent with the conditions of this Agreement. Participant shall meet the deliverables, outcomes, performance indicators and expend funds obtained pursuant to this Agreement in accordance with **Exhibit C**.

V. METHOD OF BILLING AND PAYMENT

It is expressly agreed and understood that the total amount to be paid by the City under this Agreement shall not exceed One Hundred Nine Thousand Two Hundred Thirty-nine and 00/100 Dollars (**\$109,239.00**). Reimbursements for the payment of eligible expenses shall be made against the line-item budget specified in **Exhibit C** herein and in accordance with performance. Expenses for general administration shall also be paid against the line-item budget specified in **Exhibit C** and in accordance with performance.

Payments may be contingent upon certification of the Participant's financial management system in accordance with the standards specified in 24 CFR Part 84.21, as may be amended from time to time. The CDBG funds shall be released on a reimbursement basis. Participant shall submit monthly invoices to the HCD Division by no later than the tenth (10th) day of each month. Reimbursement requests must include all HUD required documentation, which reflects beneficiary eligibility, demographics and expense eligibility. Participant shall submit mileage logs if reimbursement is sought for vehicle related expenses.

If any errors exist in the initial reimbursement/invoice request, HCD staff will provide a written notice detailing the errors. The Participant will have ten (10) calendar days to resubmit the corrected invoice. If corrected invoice is not provided within ten (10) days, the request for reimbursement will no longer be considered and the Participant could thereby forfeit the funds requested in that reimbursement. If the corrected invoice is provided within the ten (10) calendar days and errors still exist, HCD staff will reimburse the portion of the invoice that is correct, and the Participant could thereby forfeit the remainder of the funds requested in the invoice.

All funds not expended during the term of this Agreement shall be forfeited by Participant, unless otherwise extended in writing by the HCD Manager based on circumstances not under Participant's control.

The final invoice must be submitted by September 30, 2021, in order for the Participant to be eligible for reimbursement.

HUD has strict spending deadlines. As a result, the City will impose spending deadlines on the Participant to ensure that all CDBG CARES Act funds are expended in accordance with HUD rules. If the minimum expenditure threshold is not met and if documentation is not received by the imposed due date(s), the City may terminate this Agreement.

VI. AMENDMENTS

The City or Participant may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization. Such amendments shall not invalidate this Agreement, nor relieve or release the City or Participant from its obligations under this Agreement.

The City may, in its discretion, amend this Agreement to conform with federal, state, or local governmental guidelines, policies and available funding amounts or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both City and Participant.

VII. DEFAULT

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

1. The Participant fails to perform any covenant or term or condition of this Agreement; or any representation or warranty of the Participant 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 Participant 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 Participant for all or any part of the properties of Participant; or if within ten (10) days after commencement of any proceeding against the Participant, 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 Participant or of any endorser of the Agreement, of any trustee, receiver, or liquidator of the Participant 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 (10) days after the expiration of any such stay, such appointment shall not have been vacated.

3. Participant's breach, violation or failure to perform any of the obligations or any of the covenants and conditions contained herein.

B. Upon the occurrence of any event of default, the City shall cease making disbursements hereunder and, if Participant shall have failed to cure such default within sixty (60) days, declare immediately due and payable all monies advanced hereunder.

VIII. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, personal delivery, or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be deemed effective on the date of delivery. All notices and other written communications under this Agreement shall be addressed to the individuals in their capacities indicated below, unless otherwise modified by subsequent written notice.

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

To the City

City Manager
City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, Florida 33301

with copy to:

City Attorney
City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, Florida 33301

As to Participant

Matthew Organ, CO-CEO
BOYS & GIRLS CLUBS OF BROWARD COUNTY, INC.
877 NW 61st Street
Fort Lauderdale, Florida 33309

IX. GENERAL CONDITIONS

A. Indemnification

Participant shall protect and defend at Participant's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines,

damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Participant or by any officer, employee, agent, invitee, subcontractor or sublicensee of the Participant. The provisions and obligations of this Section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the City Manager, any sums due Participant under this Agreement may be retained by City until all of City's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

B. Intellectual Property

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

C. Termination

In accordance with 24 CFR Part 85.43, as may be amended from time to time, the City may suspend or terminate this Agreement if the Participant materially fails to comply with any terms of this Agreement, which include, but are not limited to, the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Participant to fulfill, in a timely and proper manner, its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Participant to the City reports that are incorrect or incomplete in any material respect.

In accordance with 24 CFR Part 85.44, as may be amended from time to time, this Agreement may also be terminated for convenience by either the City or the Participant,

in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the City determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the City may terminate the award in its entirety.

D. Cancellation for Unappropriated Funds

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

E. General Compliance

The Participant agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, 2 CFR Part 200, as may be amended from time to time, and 24 CFR Part 570, as may be amended from time to time, (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Participant does not assume the City's responsibility for ensuring the environmental review is approved by HUD. The Participant also agrees to comply with all other applicable federal, state and local laws, regulations and policies governing the funds provided under this Agreement. The Participant further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

F. Insurance

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

The coverages, limits, and/or endorsements required herein protect the interests of the City, and these coverages, limits, and/or endorsements shall in no way be relied upon by the Participant for assessing the extent or determining appropriate types and limits of coverage

to protect the Participant against any loss exposures, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Participant under this Agreement.

The following insurance policies and coverages are required:

Commercial General Liability

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

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

Policy must include coverage for contractual liability and independent contractors.

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

Physical Abuse, Sexual Misconduct, and Sexual Molestation

Participant shall provide evidence of coverage in an amount not less than \$1,000,000 per occurrence.

Active Shooter Insurance

Coverage must be afforded for liability arising out of an actual or threat of an Active Shooter / Deadly Weapon Event in an amount not less than \$5,000,000 per event.

Fidelity/Dishonesty and/or Commercial Crime

Coverage must be afforded in an amount not less than \$500,000 per loss for dishonest acts of the Contractor's employees, including but not limited to theft of money, personal property, vehicles, materials, supplies, equipment, tools, etc. Third-party coverage must be included under the policy.

Business Automobile Liability

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident.

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

Workers' Compensation and Employer's Liability

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

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

Insurance Certificate Requirements

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

The Certificate Holder should read as follows:

City of Fort Lauderdale
100 N. Andrews Avenue
Fort Lauderdale, FL 33301

The Participant has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-

insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at the Participant's expense.

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

The Participant's insurance coverage shall be primary insurance as respects to the City, a Florida municipal corporation, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, a Florida municipal corporation, its officials, employees, or volunteers shall be non-contributory.

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

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

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

It is the Participant's responsibility to ensure that any and all of the Participant's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the Participant.

G. City of Fort Lauderdale Recognition

The Participant shall ensure recognition of the role of the City in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Participant will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

H. Standard of Care

Participant represents that it is qualified to perform the work, that Participant and its subcontractors possess current, valid state and/or local licenses to perform the work and

that their services shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other qualified contractors under similar circumstances.

I. Rights in Documents and Work

Any and all reports, photographs, surveys and other data and documents provided or created in connection with this Agreement are and shall remain the property of City; and Participant disclaims any copyright in such materials. In the event of and upon termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by Participant, whether finished or unfinished, shall become the property of City and shall be delivered by Contractor to the City's Contract Administrator within seven (7) days of termination of this Agreement by either Party. Any compensation due to Participant shall be withheld until Participant delivers all documents to the City as provided herein.

J. Audit Right and Retention of Records

City shall have the right to audit the books, records and accounts of Participant and Participant's subcontractors that are related to this Agreement. Participant shall keep and Participant shall cause Participant's subcontractors to keep, such books, records and accounts as may be necessary in order to record complete and correct entries related to this Agreement. All books, records and accounts of Participant and Participant's 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, Participant or Participant's subcontractor, as applicable, shall make same available at no cost to City in written form.

Participant and Participant's subcontractors shall preserve and make available, at reasonable times for examination and audit by City in Broward County, Florida, all financial records, supporting documents, statistical records and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Law, Chapter 119, Florida Statutes (2020), as may be amended or revised if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Law is determined by City to be applicable to Participant and Participant's subcontractors' records, Participant and Participant's subcontractors shall comply with all requirements thereof; however, Participant and Participant's subcontractors shall violate no confidentiality or non-disclosure requirement of either federal or state law. Any incomplete or incorrect entry in such books, records and accounts shall be a basis for City's disallowance and recovery of any payment upon such entry.

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

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

K. Public Entity Crime Act

Participant represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes (2020), as may be amended or revised, 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 (2020), as may be amended or revised, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this Section shall result in termination of this Agreement and recovery of all monies paid by City pursuant to this Agreement and may result in debarment from City's competitive procurement activities.

L. "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 Participant shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The City shall be exempt from payment of all Unemployment Compensation, FICA, Social Security, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Participant is an independent contractor.

M. Inspection and Non-Waiver

Participant shall permit the representatives of CITY to inspect and observe the work at all times.

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

N. Assignment and Performance

Neither this Agreement nor any right or interest herein shall be assigned, transferred or encumbered without the written consent of the other party. In addition, Participant shall not subcontract any portion of the work required by this Agreement. City may terminate this Agreement, effective immediately, if there is any assignment or attempted assignment, transfer or encumbrance by Participant of this Agreement or any right or interest herein without City's prior written consent.

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

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

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

O. Conflicts

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

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

In the event Participant is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, Participant agrees to require such

subcontractors, by written contract, to comply with the provisions of this Section to the same extent as Contractor.

P. Schedule and Delays

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

Q. Materiality and Waiver of Breach

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

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

R. Compliance With Laws

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

S. Severance

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

T. Limitation of Liability

The City desires to enter into this Agreement only if, in so doing, the City can place a limit on the City's liability for any cause of action for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the sum of One Thousand and 00/100 Dollars (**\$1,000.00**). Participant hereby expresses its willingness to enter into this Agreement with Participant's recovery from the City for any damage action for breach of contract or for any action or claim arising from this Agreement to be limited to a maximum amount of One Thousand and 00/100 Dollars (**\$1,000.00**) less the amount of all funds actually paid by the City to Participant pursuant to this Agreement.

Accordingly, and notwithstanding any other term or condition of this Agreement, Participant hereby agrees that the City shall not be liable to Participant for damages in an amount in excess of One Thousand and 00/100 Dollars (**\$1,000.00**) which amount shall be reduced by the amount actually paid by the City to Participant pursuant to this Agreement,

for any action for breach of contract or for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon City's liability as set forth in Section 768.28, Florida Statutes (2020), as may be amended or revised.

U. Jurisdiction, Venue, Waiver, Waiver of Jury Trial

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of this Agreement, and for any other legal proceeding, shall be in the Seventeenth Judicial Circuit in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida, Fort Lauderdale Division. **THE PARTIES EXPRESSLY AGREE TO WAIVE ALL RIGHTS TO A TRIAL BY JURY OF ANY AND ALL ISSUES SO TRIABLE UNDER THIS AGREEMENT.**

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

V. Amendments

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

W. Prior Agreements

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

X. Payable Interest

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

Y. 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.

Z. Uncontrollable Circumstances ("Force Majeure")

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

1. The non-performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration and continues to furnish timely reports with respect thereto during the period of the Force Majeure;
2. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;
3. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and
4. The non-performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Participant will not constitute Force Majeure. The term of the Agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

AA. Scrutinized Companies

The Participant certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2020), as may be amended or revised, and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if the Participant is found to have submitted a false certification as provided under subsection (5) of Section 287.135, Florida Statutes (2020), as may be amended or revised or been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2020), as may be amended or revised, or is engaged in a boycott of Israel.

BB. Public Records

IF THE PARTICIPANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PARTICIPANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE, 100 NORTH ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301, PHONE: 954-828-5002, EMAIL: PRRCONTRACT@FORTLAUDERDALE.GOV.

Participant shall comply with Public Records Laws, and Participant shall:

1. Keep and maintain public records required by the City to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2020), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Participant does not transfer the records to the City.
4. Upon completion of the Agreement, transfer at no cost, to the City all public records in possession of the Participant or keep and maintain public records required by the City to perform the service. If the Participant transfers all public records to the City upon completion of the Agreement, the Participant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Participant keeps and maintains public records upon completion of the Agreement, the Participant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

CC. Non-Discrimination

The Participant shall not, in any of its activities, including employment, discriminate against any individual on the basis of race, color, national origin, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression or marital status.

- A. The Participant certifies and represents that it will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, as may be amended or revised (“Section 2-187”).
- B. The failure of the Participant to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
- C. The City may terminate this Agreement if the Participant fails to comply with Section 2-187.
- D. The City may retain all monies due or to become due until the Participant complies with Section 2-187.
- E. The Participant may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in Section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

X. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

This Agreement shall be governed and controlled by 2 CFR Part 200, as may be amended from time to time, program directives and any other applicable federal requirements, including those set forth in Executive Orders and Office of Management and Budget Circulars, as currently established and as may be amended from time to time.

Participant shall apply the Uniform Requirements as defined in 2 CFR Part 200, as may be amended from time to time, while implementing and operating programs funded wholly or in part by CDBG funds.

The Participant agrees to comply with 24 CFR Part 84.20-28 Subpart C – Post Award Requirements, as may be amended from time to time, 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 Participant 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.

B. Documentation and Record Keeping

1. Records to be Maintained

The Participant shall maintain all records required by the federal regulations specified in 24 CFR Part 570.506, as may be amended from time to time, which are pertinent to the activities to be funded under this Agreement. Such records shall include but are not limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f. Financial records as required by 24 CFR Part 570.502 and 24 CFR Part 84.20-28, as may be amended from time to time; and
- g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570, as may be amended from time to time.

The Participant will report to the City on a monthly basis throughout the term of this Agreement of all services provided and beneficiaries of those services. The Participant will be responsible for maintaining all records necessary to document compliance with the provisions of 24 CFR Part 570, as may be amended from time to time, as now in effect and as may be amended from time to time.

2. Retention

The records shall be available for inspection by the City or HUD representatives during all normal business hours. The Participant shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years commencing from the effective date of this Agreement. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four (4) year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four (4) year period whichever occurs later.

As used in this Agreement, records shall include but are not 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.

All records as described in this Agreement are and shall remain the property of the City whether this Agreement is in effect or not. Participant shall provide such documents to City within ten (10) days of City's written request at no cost or expense to City.

3. Client Data

The Participant shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but is not limited to, client name, address, income level or other basis for determining eligibility and description of service(s) provided. Such information shall be made available to City monitors or their designees for review upon request.

4. Disclosure

The Participant understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the City's or Participant's responsibilities with respect to services provided under this Agreement, may be prohibited by state or federal law unless prior written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian. Participant is responsible for identifying and following any state or federal law that may be applicable to disclosure.

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 making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances and accounts receivable to the City) and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Participant has control over CDBG funds, including program income.

6. Audits and Inspections

The Participant shall arrange for an annual audit of its operations and financial management systems, in accordance with 24 CFR Part 84.26, as may be amended

from time to time. The Participant shall pay for this audit at its own expense. The audit shall indicate compliance or non-compliance with HUD regulations. This audit shall be initiated within forty-five (45) days of the end of Participant's fiscal year in which fiscal year Participant received funds pursuant to this Agreement. The Participant 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.

The Participant shall comply with the requirements and standards of OMB Circular Nos. A-110, "Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations;" and A-122, "Cost Principles for Non-Profit Organizations;" and A-133 "Audits of States, Local Governments and Non-Profit Organizations" that applies to agencies expending Seven Hundred Fifty Thousand and 00/100 Dollars (\$750,000.00) or more in federal funds in the last fiscal year and requires that such agencies have a single audit. A "single audit" refers to an agency-wide audit, as opposed to a program specific audit. The Participant shall arrange for an annual audit of its operations and financial management systems, in accordance with 24 CFR Part 84.26, as may be amended from time to time.

If the Participant's total federal income does not meet the requirements of the federal regulations, the Participant shall arrange for an annual audit of its operations and financial management systems, and the audit shall include compliance testing of the Community Development Block Grant Program. The Participant shall pay for this audit at its own expense. The audit shall indicate compliance or non-compliance with HUD regulations. This audit shall be initiated within forty-five (45) days of the end of Participant's fiscal year in which fiscal year Participant received funds pursuant to this Agreement. The Participant 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.

The City shall review the Participant's audit report and will require the Participant to implement corrective action noted in the audit. The City shall have the right to review any and all of the Participant's records regarding use of the funds disbursed hereunder.

If as a result of an audit or monitoring by the City and/or the U.S. Department of Housing and Urban Development's (HUD) Community Planning Division (CPD) or Office of Inspector General (OIG) or any other governing agency, results in a finding or ruling that the Participant provided funding of an ineligible activity or unallowable expense, the City shall be entitled to recover immediately upon demand from the Participant or any party joining in or consenting to this Agreement, all ineligible or unallowable sums paid by the City to Participant pursuant to this Agreement.

All Participant records with respect to any matters covered by this Agreement shall be made available to the City, grantor agency and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Participant within thirty (30) days after receipt by the Participant. Failure of the Participant to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments or termination of agreement. The Participant hereby agrees to have an annual agency audit conducted in accordance with current City policy concerning Participant audits and OMB Circular A-133.

C. Reporting and Payment Procedures

1. Program Income

The Participant shall report all program income, as defined in 24 CFR Part 570.500(a), as may be amended from time to time, generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by the Participant shall comply with the requirements set forth in 24 CFR Part 570.504, as may be amended from time to time. By way of further limitations, the Participant may use such income during the Agreement period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the City at the end of the Agreement period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the City.

2. Indirect Costs

If indirect costs are charged, the Participant will develop an indirect cost allocation plan for determining the appropriate Participant's share of administrative costs and shall submit an indirect cost proposal/cost allocation plan prepared in accordance with U.S. Department of Health and Human Services Circular OASMB-5 (for non-profit sub-recipients) to the City for approval, in a form specified by the City.

3. Payment Procedures/Financial Assistance

The City will pay to the Participant funds available under this Agreement based upon information submitted by the Participant and consistent with any approved budget and City policy concerning payments. Payments will be made for eligible expenses actually incurred by the Participant and shall not exceed actual cash requirements. Payments will be adjusted by the City in accordance with advance funds provided (if any) and program income balances available in Participant

accounts. In addition, the City reserves the right in its sole discretion to liquidate funds available under this Agreement for costs incurred by the City on behalf of the Participant.

4. Progress Reports

The Participant shall submit regular (at a minimum quarterly) Progress Reports to the City in the form, content and frequency as required by the City. The Progress Reports will include an update of the performance indicators and the number CDBG eligible clients served each month.

D. Procurement

1. Compliance

The Participant agrees to adhere to 24 CFR Part 84, as may be amended from time to time, and 2 CFR Part 200, as may be amended from time to time, with regard to the purchase of all equipment and furnishings. Procurement of all items shall be conducted through open competition that may include price or rate quotations or sealed bids from at least two or more qualified sources or responsive bidders. Sole source procurement shall be used only in instances where items to be purchased are not available through open competition.

The Participant shall comply with current City policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the City upon termination of this Agreement.

2. OMB Standards

Unless specified otherwise within this Agreement, the Participant shall procure all materials, property, or services in accordance with the requirements of 24 CFR Part 84.40-48, as may be amended from time to time and 2 CFR Part 200, as may be amended from time to time.

3. Travel

The Participant shall obtain prior written approval from the City for any travel outside the tri-county area with funds provided under this Agreement.

E. Furnishings / Equipment / Supplies - Use and Reversion of Assets

The Participant agrees that any equipment, furnishings and supplies purchased with funds obtained through this Agreement, shall be continuously well maintained and kept in good condition and repair during their useful life. All of these equipment,

furnishings and supplies shall be kept in a secure location to prevent loss, damage, or theft. All equipment and furnishings acquired by the Participant using CDBG funds shall become the property of the City upon the dissolution of Participant or upon Participant's failure to maintain its eligibility to participate in the CDBG program.

Participant agrees to maintain property records that include a description of the equipment and furnishings purchased with CDBG funds, listing the location and general condition of said property and a serial or other identification number. Such records shall also include the source of the property, who holds title, the acquisition date, the cost of the property and the percentage of federal participation in the cost of the property. Such records shall be provided to the City on a monthly basis throughout the term of this Agreement. The report should be year-to-date property records log, which will show items purchased using CDBG funds from the start of this Agreement.

The Participant agrees that all equipment and furnishings purchased with funds obtained through this Agreement shall be subject to a physical inventory. The results of said inventory must be reconciled with any existing property records on an annual basis.

Participant agrees that the equipment, supplies and furnishings obtained as a result of this Agreement shall not be sold, transferred or otherwise disposed of without the prior written consent of the City.

Participant agrees when property is no longer needed and it cannot be used to assist homeless or low-income persons, if the value of the property is less than Five Thousand and 00/100 Dollars (**\$5,000.00**), Participant may dispose of the property and retain the proceeds as miscellaneous revenue.

When property is no longer needed and it cannot be used to assist eligible low-income persons, if the value of the property is more than Five Thousand and 00/100 Dollars (**\$5,000.00**), disposition instructions should be requested from the City. If the City does not provide instructions within one hundred twenty (120) days or has no use for the property, the Participant may dispose of the property provided the CDBG account is reimbursed by applying to the sales price or fair market value of the property an amount equal to the percentage of the original acquisition price of the property.

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84, as may be amended from time to time, and 24 CFR Part 570.502, as may be amended from time to time, 24 CFR Part 570.503, as may be amended from time to time, and 24 CFR Part 570.504, as may be amended from time to time, as applicable, which include but are not limited to the following:

1. The Participant shall transfer to the City any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation or termination of Agreement.

2. Real property under the Participant's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of Twenty-five Thousand and 00/100 Dollars (**\$25,000.00**) shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR Part 570.208, as may be amended from time to time, until five (5) years after expiration of this Agreement (or such longer period of time as the City deems appropriate). If the Participant fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Participant shall pay the City 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 the City. The Participant may retain real property acquired or improved under this Agreement after the expiration of the five (5) year period (or such longer period of time as the City deems appropriate).
3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Participant for activities under this Agreement shall be (a) transferred to the City for the CDBG program or (b) retained after compensating the City (an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment).

XI. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Participant agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990 and the ADA Amendments Act of 2008 (ADAAA), the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

The City fully supports the goals of the ADA, ADAAA and Section 504 and will not support Participant discrimination based on disability in any aspect of the employment relationship or in the administration of agency programs. Further, no qualified individual or child with a disability shall be restricted or excluded from equal opportunity for participation, or denied benefits, services or access to City programs and activities.

Each Participant is hereby required to identify its Section 504/ADA Coordinator

and provide a notice to all its employees, outlining the roles and responsibilities of this person, and how to contact this person.

2. Language Access Plan and Limited English Proficiency

It is the policy of the City of Fort Lauderdale to ensure that each Participant take reasonable steps to provide meaningful access to its programs and activities, including persons with Limited English Proficiency (LEP). Each agency shall develop a Language Access Plan (LAP) that will serve the needs of the clients they serve (*including a TTY/TTD machine and providing program related documents in other languages, upon request*). The Participants LAP policy shall ensure that its staff will communicate effectively with LEP individuals and LEP individuals will have access to important programs and information. The Participant shall comply with all federal requirements in providing free meaningful access to its programs and activities for all clients that is inclusive of LEP persons.

3. Nondiscrimination

The Participant agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations and executive orders referenced in 24 CFR Part 570.607, as may be amended from time to time, and as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

4. Affirmative Action

The Participant agrees that it shall be committed to carrying out, pursuant to the City's specifications, an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The City shall provide Affirmative Action guidelines to the Participant to assist in the formulation of such program. The Participant shall submit a plan for an Affirmative Action Program for approval prior to the first funds reimbursement request.

5. Women- and Minority-Owned Businesses (W/MBE)

Federal regulations require the Participant to use its best efforts to utilize local business firms, minority owned firms, women-owned firms or labor surplus area firms the maximum practicable opportunity to participate in the performance of its CDBG-funded activities (24 CFR Part 85.36(E) or Part 84.44(B), as may be amended from time to time). As used in this Agreement, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. §632, as may be amended from time to time), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are African-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-

Americans, and American Indians. The Participant may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

6. Notifications

The Participant will send to each labor union or representative of workers with which it has a collective bargaining Agreement or other Agreement or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Participant's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

The Participant will, in all solicitations or advertisements for employees placed by or on behalf of the Participant, 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," as may be amended from time to time.

8. Sub-agreement Provisions

The Participant will include the provisions of Paragraphs VIII.A, Civil Rights, and VIII.A.3, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own sub-recipients or subcontractors.

9. Fair Housing and Equal Opportunity

The Fair Housing Act of 1988 (42 U.S.C. §3601-3620), as may be amended from time to time. In accordance with the Fair Housing Act, it is required that Participant administer all programs and activities related to housing and community development in a manner to affirmatively further the policies of the Fair Housing Act. Implementing regulations can be found at 24 CFR Part 100, as may be amended from time to time.

10. Section 504

The Participant agrees to comply with all federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794) ("Act"), as may be amended from time to time, which prohibits discrimination

against the individuals with disabilities or handicaps in any federally assisted program. The City shall provide the Participant with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

11. Age Discrimination

Section 109 of the Act further provides that any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. §6101 et seq.), as may be amended from time to time, or with respect to an otherwise qualified handicapped person as provided in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794) shall also apply to any program or activity funded in whole or in part with funds made available pursuant to the Act. Regulations implementing the Age Discrimination Act are contained in 24 CFR Part 146, as may be amended from time to time, and the regulations implementing Section 504 are contained in 24 CFR Part 8, as may be amended from time to time.

12. Drug-Free Workplace

The Drug-Free Workplace Act of 1988 (42 U.S.C. §701), as may be amended from time to time, 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 HUD's regulations provided at 48 CFR Part 23.500, et seq., as may be amended from time to time.

13. Debarment and Suspension

E.O. 12549 and 12689, "Debarment and Suspension," as set forth at 24 CFR Part 24, as may be amended from time to time. 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.

B. Employment Restrictions

1. Prohibited Activity

The Participant 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.

2. Labor Standards

The Participant agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Agreement Work Hours and Safety Standards Act (40 U.S.C. §327 et seq.) and all other applicable federal, state, and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Participant agrees to comply with the Copeland Anti-kickback Act (18 U.S.C. §874 et seq.) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5, as may be amended from time to time. The Participant shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City for review upon request.

The Participant agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under Agreements in excess of Two Thousand and 00/100 Dollars (~~\$2,000.00~~) for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with federal requirements adopted by the City pertaining to such Agreements and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7, as may be amended from time to time, governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Participant of its obligation, if any, to require payment of the higher wage. The Participant shall cause or require to be inserted in full, in all such Agreements subject to such regulations, provisions meeting the requirements of this paragraph.

3. “Section 3” Clause

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

- c. The Participant agrees to send to each labor organization or representative of workers with which the Participant has a collective bargaining Agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the 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.
- d. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, as may be amended from time to time, 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, as may be amended from time to time. 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, as may be amended from time to time.
- e. 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, as may be amended from time to time, require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135, as may be amended from time to time,.
- f. Noncompliance with HUD's regulations in 24 CFR Part 135, as may be amended from time to time, may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- g. Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR Part 135, as may be amended from time to time, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the federal financial assistance provided under this Agreement and binding upon the City, the Participant and any of the Participant's participants and subcontractors. Failure to fulfill these requirements shall subject the City, the Participant and any of the Participant's participants and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which federal assistance is provided. The Participant certifies and agrees that no contractual or other disability exists

that would prevent compliance with these requirements.

The Participant further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is a project assisted under a program providing direct federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. §1701, as may be amended from time to time. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to low- and very low-income residents of the project area and that Agreements for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Participant further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award Agreements for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located and to low- and very low-income participants in other HUD programs.

The Participant certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

C. Conduct

1. Assignability

The Participant shall not assign or transfer any interest in this Agreement without the prior written consent of the City thereto; provided, however, that claims for money due or to become due to the Participant from the City under this Agreement

may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

2. Subcontracts

a. Approvals

The Participant 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.

b. Monitoring

The Participant 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.

c. Content

The Participant 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.

d. Selection Process

No employee, officer or agent of the Participant shall participate in the selection, award, or administration of a contract supported by CDBG funds if a real or apparent conflict of interest would be involved. The Participant 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.

3. Hatch Act

The Participant 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.

4. Conflict of Interest

The Participant agrees to abide by the provisions of 24 CFR Part 84.42 and Part

570.611, as may be amended from time to time, which include, but are not limited to, the following:

- a. The Participant shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of Agreements supported by federal funds.
- b. No employee, officer or agent of the Participant shall participate in the selection, or in the award, or administration of, a contract supported by federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the employee, officer or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award. The officers, employees and agents of the recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to sub-Agreements. The requirement applies for such persons during their tenure and for a period of one year after leaving the organization. It is applicable to the procurement of supplies, equipment, construction, and services; acquisition and disposition of real property; provision of assistance to individuals, businesses, or other private entities for all eligible activities at 24 CFR Part 570.201-204, as may be amended from time to time; and provision of loans to individuals, businesses, and other private entities.

The Code of Federal Regulations at 24 CFR Part 570.611, Conflict of Interest, as may be amended from time to time. In the procurement of supplies, equipment, construction, and services by Participant, the conflict-of-interest provisions in 24 CFR Part 84.42, as may be amended from time to time, shall apply. The Participant shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts.

- c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any agreement or have a financial interest in any agreement, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the City, the Participant, or any designated public agency.

5. Lobbying

The Participant hereby certifies that:

- a. The Byrd Anti-Lobbying Amendment, 31 U.S.C. §1352, as may be amended from time to time, applies if the procurement contract amount is in excess of One Hundred Thousand and 00/100 Dollars (**\$100,000.00**). Contractors who apply or bid for an award of One Hundred Thousand and 00/100 Dollars (**\$100,000.00**) or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. §1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient.
- b. No federal appropriated funds have been paid or will be paid, by or on behalf of Participant, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal agreement, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal agreement, grant, loan, or cooperative agreement.
- c. 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 of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal agreement, grant, loan, or cooperative agreement, Participant will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- d. Participant will require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and agreements under grants, loans, and cooperative agreements) and that all Participants shall certify and disclose accordingly.
- e. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of

this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than Ten Thousand and 00/100 Dollars (**\$10,000.00**) and not more than One Hundred Thousand and 00/100 Dollars (**\$100,000.00**) for each such failure.

6. Copyright

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.

7. Religious Activities

The Participant agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR Part 570.200(j), as may be amended from time to time, such as worship, religious instruction, or proselytization.

XII. ENVIRONMENTAL, HEALTH AND SAFETY

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

A. Air and Water

The Participant agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

1. All applicable standards, orders or regulations issued pursuant to the Clean Air Act, 2 U.S.C. §7401, *et seq.*
2. Federal Water Pollution Control Act, as amended, 33 U.S.C. §1251, *ci seq.*, as amended, §1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said §114 and §308, and all regulations and guidelines issued hereunder.

3. The Clean Air Act (42 U.S.C. §7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. §1251 et seq.), as amended, if the grant amount is in excess of \$100,000.00.
4. Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as may be amended from time to time.

Violations shall be reported to HUD and the Regional Office of the Environmental Protection Agency (EPA).

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Participant shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

XIII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

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. WAIVER

The City's failure to act with respect to a breach by the Participant 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.

XVI. ENTIRE AGREEMENT

This Agreement shall constitute the entire Agreement between City and Participant; 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 Participant 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.

XVII. AUTHORIZED SIGNATORY

Pursuant to Motion approving the HUD Annual Action Plan Amendment on **April 6, 2021**, the Manager of Housing and Community Development for the City and the City Manager are authorized to execute this Agreement on behalf of the City.

XVIII. E-VERIFY

Participant agrees for itself to use and will include in its agreements with its sub-grantees 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 Participant, sub-grantees and subcontractors.

XIX. HUD FUNDING

This Agreement is contingent upon HUD approving the City's third substantial amendment to its 2019-2020 Annual Action Plan as approved by the City Commission on **April 6, 2021**, and upon HUD funds being made available to the City.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

PARTICIPANT

BOYS & GIRLS CLUBS OF BROWARD COUNTY, INC., a non-profit corporation organized under the laws of the State of Florida

WITNESSES:

[Signature]

Laniece Smith
Print Name

[Signature]

Karrren Edwards
Print Name

By: [Signature]

Matthew Organ, CO-CEO
Chris Gentile [Signature]

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 20 day of JULY, 2021, by **Chris Gentile** as CO-CEO and Chairman for **BOYS & GIRLS CLUBS OF BROWARD COUNTY, INC.**, a non-profit corporation organized under the laws of the State of Florida.

[Signature]

Signature of Notary Public – State of Florida



Henry Estrada
Comm. #HH003273
Expires: May 25, 2024
Bonded Thru Aaron Notary

HENRY ESTRADA


Name Typed, Printed or Stamped

Personally Known OR Produced Identification _____

Type of Identification Produced _____

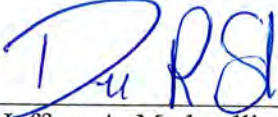
IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

CITY OF FORT LAUDERDALE, a municipal corporation of the State of Florida

By: 
Christopher J. Lagerbloom, ICMA-CM, City Manager

(CORPORATE SEAL)

ATTEST:

By: 
FOR Jeffrey A. Modarelli, City Clerk



Approved as to form:
Alain E. Boileau, City Attorney

By: 
Tania Marie Amar, Assistant City Attorney

Exhibit A
SCOPE OF SERVICES

Agency: **BOYS & GIRLS CLUBS OF BROWARD COUNTY, INC.**, a non-profit corporation organized under the laws of the State of Florida

Program Description: The Summer Enrichment Program is focused on addressing the negative impact of COVID-19 on student learning due to limited in-person instruction during the pandemic. The program offers extended learning and recreational opportunities for low-income, Fort Lauderdale residents enrolled in Broward County Public Schools summer school program. If budget allows, out-of-school services may extend into the 2021-2022 academic year for students who would benefit from continued academic support.

Funding Recommendation for this Activity: Not to exceed **\$109,239.00**

Clients to be served: 130 clients

Please note: All race and ethnicity information for clients served must be maintained on Form HUF-27601 "Racial and Ethnic Data Reporting Form."

Exhibit B

BOYS & GIRLS CLUBS OF BROWARD COUNTY, INC. PERFORMANCE INDICATOR UPDATE

Report Date: _____

Program Description: Summer Enrichment Program

Executive Summary: The Summer Enrichment Program

	<u>Year-to-Date Outcomes</u>
Requested Amount: \$109,239.00	
Clients To Be Served: 130	

PERFORMANCE INDICATORS

	<u>Goals</u>	<u>Year-to-Date Percentages</u>
% of contracted children actually served (enrollment)	95%	
Level of parent/child satisfaction	90%	
% of children do not experience a serious injury, abuse, or arrest report while in care during contracted period	100%	
% of children who improve academic performance and/or skills as measured by School Board of Broward County assessments	70%	

Agency: Programmatic Comments

Agency: Fiscal Comments

Agency: List any issues that occurred during the quarter

HCD Comments

Expenditures To Date:

Compliance Concerns

Exhibit C

PUBLIC SERVICES BUDGET ITEMIZATION SHEET

Organization: BOYS & GIRLS CLUBS OF BROWARD COUNTY, INC.

Funding Year: 2020-2021

Date Submitted: _____

Category Number	Category Breakdown <u>PLEASE PROVIDE A DETAILED DESCRIPTION FOR EACH BUDGET CATEGORY YOU ARE REQUESTING CDBG FUNDS FOR ELIGIBILITY REVIEW BY STAFF</u>	Category Amount	
		CDBG Funds	Other Funds
	Full time staff salaries (6 weeks based on budget)	\$43,465.00	
	Full time Benefits @ 7.65%	\$3,325.00	
	Part Time Staff Salaries (6 weeks based on budget)	\$33,205.00	
	Part time staff benefits @ 7.65%	\$2,540.00	
	General supplies (art supplies, athletic, etc.)	\$15,000.00	
	Administrative Overhead @12% (utilities, janitorial services, etc.)	\$11,704.00	
	Total Amount	\$109,239.00	

***PLEASE NOTE: CDBG funds cannot be used to purchase equipment, machinery, software or vehicles.**