

**CITY OF FORT LAUDERDALE  
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM PUBLIC  
SERVICE PROGRAM PARTICIPATION AGREEMENT (FY 2022 – 2023)**

THIS AGREEMENT (“Agreement”), with an effective date of October 1, 2022, is entered into by and between:

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

and

**BROWARD PARTNERSHIP FOR THE HOMELESS, INC.**, a Florida non-profit corporation, with its principal address at **920 N.W. 7<sup>th</sup> AVENUE FORT LAUDERDALE, FL 33311**, hereinafter referred to as “Participant.”

WHEREAS, the City receives Community Development Block Grant (“CDBG”) funding from the Department of Housing and Urban Development (“HUD”) to undertake particular activities, including the provision of public services to eligible persons under Title I of the Housing and Community Development Act of 1974, as amended (“HCD Act”), Public Law 93-383; and

WHEREAS, the City’s Annual Action Plan was approved on **June 21, 2022**, through **CAM #22-0518** and was subsequently submitted to HUD; and

WHEREAS, the City’s Annual Action Plan provides for the funding of Participant’s program and authorizes the proper City Officials to enter into this Agreement; and

WHEREAS, the City wishes to engage the Participant to assist the City in utilizing such Funds; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other valuable consideration, the receipt of which is acknowledged, the parties agree as follows:

**I. SCOPE OF SERVICE**

**A. Activities**

Parties agree the foregoing recitals are true and correct and incorporated herein by this reference. The Participant will be responsible for administering a **CDBG Homeless Assistance Center Program** for the 2022-2023 Fiscal 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 in possession of the property for the term of this Agreement. Such Program will include the following activities

eligible under the CDBG 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 Section 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**.

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 for 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 the Housing and Community Development Division for the City ("HCD Manager").

E. Performance Monitoring

The City will monitor the performance of the Participant against the goals and performance measures 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, procedures for the suspension or termination of this Agreement 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, provided in **Exhibit B**. The report is due to the HCD Division by the 10<sup>th</sup> day 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 two (2) different options that can be used when determining income: (1) HUD Part 5 Definition and (2) IRS Form 1040 Definition. 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 twelve (12) month period following the date the determination of eligibility is made. 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 effective date of this Agreement shall be October 1, 2022.

Services of the Participant shall begin on October 1, 2022, and end September 30, 2023. The Participant will forfeit all funds not expended during the term of this Agreement unless otherwise approved in writing by the HCD Manager based on circumstances not under Participant's control. The final invoice must be submitted by October 15, 2023, in order for the Participant to be eligible for reimbursement.

The Participant shall ensure the funds are expended in the following manner:

Minimum of  $\frac{1}{4}$  of the approved funding is expended by December 30, 2022 (\$12,026.25);  
Minimum of  $\frac{1}{2}$  of the approved funding is expended by March 31, 2023 (\$24,052.50);  
Minimum of  $\frac{3}{4}$  of the approved funding is expended by June 30, 2023 (\$36,078.75); and All funds should be expended by September 30, 2023 (\$48,105.00).

The final reimbursement request must be submitted by October 15, 2023.

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

**III. BUDGET**

The budget summary sheet for the Program is attached hereto 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**.

**IV. PAYMENT**

It is expressly agreed and understood that the total amount to be paid by the City under this Agreement shall not exceed Forty-Eight Thousand One Hundred Five Dollars and Zero Cents (**\$48,105.00**). Reimbursements for the payment of eligible expenses shall be made against the line-item budget specified in **Exhibit C** and in accordance with the Participant's performance. Expenses

for general administration shall also be paid against the line-item budget specified in **Exhibit C** and in accordance with the Participant's performance. Payments may be contingent upon certification of the Participant's financial management system in accordance with the standards specified in 24 CFR Section 84.21 and 2 CFR Part 200. 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 (10<sup>th</sup>) 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 the corrected invoice is not provided within ten (10) days, the request for reimbursement will no longer be considered and the Participant would 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 would thereby forfeit the remainder of the funds requested in the invoice.

## **V. 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 effective on the date of delivery. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

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

### **As to the City:**

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

### **As to the Participant:**

Frances M. Esposito  
Chief Executive Officer  
Broward Partnership for the Homeless, Inc.  
920 NW 7<sup>th</sup> Avenue  
Fort Lauderdale, FL 33311

### **With a Copy to:**

Alain E. Boileau City  
Attorney  
City of Fort Lauderdale  
100 North Andrews Avenue Fort  
Lauderdale, Florida 33302

## **VI. GENERAL CONDITIONS**

### **A. General Compliance**

The Participant agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (HUD regulations concerning CDBG) including

subpart K of these regulations, except that 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.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Participant shall always 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, retirement, life, and/or medical insurance and Workers' Compensation Insurance, as the Participant is an independent contractor.

C. Indemnification and Hold Harmless

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, lawsuits, 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. Without limiting the foregoing, any and all such claims, relating to personal injury, death, damage to property, defects in material or workmanship, actual, or alleged infringement or any patent, trademark, copyright, or of any other tangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule, or regulation or decree of any court, are included in the indemnity. 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.

D. Workers' Compensation

The Participant shall provide proof of Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement to the HCD Division.

E. Insurance and Bonding

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 coverage limits and/or endorsements shall in no way be required to 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.

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.

Professional Liability and/or Errors and Omissions

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

Participant must keep insurance in force until the third anniversary of expiration of this Agreement or the third anniversary of acceptance of work by the City.

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 and the City's officers, 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.

The Participant must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable.

Insurance Certificate Requirements

1. The Participant shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than thirty (30) days prior to the start of work contemplated in this Agreement.
2. 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.
3. 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.
4. In the event the Agreement term 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.
5. 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.
6. The City shall be named as an Additional Insured on the Commercial General

Liability and Directors and Officers / Professional Liability policies.

7. The City shall be granted a Waiver of Subrogation on the Participant's Workers' Compensation insurance policy.
8. The title of the Agreement, Bid/Contract number, event dates 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.

The Participant shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance.

F. 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.

G. 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.

H. Default

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.
4. 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.

## **VII. TERMINATION FOR CAUSE**

- A. In accordance with 24 CFR Section 84.61, the City may suspend or terminate this Agreement if Participant materially fails to comply with any term of this Agreement.
- B. In accordance with 24 CFR Section 85.43, the City may also 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.

## **VIII. TERMINATION FOR CONVENIENCE**

In accordance with 24 CFR Section 85.44, this Agreement may 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.

In accordance with 24 CFR Section 84.61, this Agreement may also be terminated for convenience.

## **IX. 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, the applicable regulations, 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 while implementing and operating programs funded wholly or in part by CDBG or HOME Investment Partnerships Program (HOME) funds.

The Participant agrees to comply with 24 CFR Section 84.20-28(c) - Post Award Requirements 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 Section 570.506 and 2 CFR Part 200, which are pertinent to the activities to be funded under this Agreement. Such records shall include but not be 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 Section 570.502, 24 CFR Sections 84.20-28, and 2 CFR Part 200; and
- g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570 and 2 CFR Section 200.27.

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 and 2 CFR

Part 200 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 not be limited to, e-mails, memorandums, correspondence, accounting documents, receipts, invoices, minutes of meetings, surveys, and any and all other documents or data either electronic, paper or both, associated in any way to the administration and implementation of this Agreement and the receipt and disbursement of the federal funds provided in this Agreement.

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 not be 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 & Inspections

The Participant shall arrange for an annual audit of its operations and financial management systems, in accordance with 24 CFR Section 84.26. 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 no 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," 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 Dollars and 00/100 Cents (\$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 Section 84.26 and 2 CFR Part 200.

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 (HUD's Community Planning Division (CPD), the 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 the 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 at 24 CFR Section 570.500(a)) 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 at 24 CFR Section 570.504. 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 subrecipients) 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 and 2 CFR Part 200 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 otherwise specified within this Agreement, the Participant shall procure all materials, property, or services in accordance with the requirements of 24 CFR Sections 84.40 - 48 and 2 CFR Part 200.

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

When the property is no longer needed, it cannot be used to assist eligible low-income persons, and the value of the property is more than Five Thousand Dollars and 00/100 Cents (\$5,000.00), Participant should request disposition instructions from the City. If the City does not provide instructions within one hundred and twenty (120) days or has no use for the property, the Participant may dispose of the property provided that the CDBG account is reimbursed by applying to the sales price or fair market value of the property and 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 and 24 CFR Sections 570.502, 570.503, and 570.504, 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 this 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 Dollars and 00/100 Cents (\$25,000.00) shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR Section 570.208 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 that the 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).

## **X. 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 ("ADA"), 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.

The Fair Housing Act prohibits discrimination in the sale, rental, and financing of dwellings, and in other housing-related transactions, because of race, color, religion, sex (including gender identity and sexual orientation), familial status, national origin, and disability. It also requires that all federal programs relating to housing and urban development be administered in a manner that affirmatively furthers fair housing.

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. Along with identifying a 504/ADA Coordinator, the Participant shall develop and implement a facially-neutral and inclusive fair housing policy that identifies Participant's household(s) selection criteria and process for housing opportunities, in compliance with the Fair Housing Act, as amended from time to time. In the event Participant's policy includes standards that restrict the public's access to housing on the basis of criminal history, Participant must indicate said policy is necessary to serve a substantial, legitimate,

nondiscriminatory interest which cannot be served by another practice with less disparate impact. Additionally, Participant must publish its criminal records screening process and provide for reasonable accommodations to ensure an individual with a disability is able to participate in the criminal records screening process.

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 Section 570.607, 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 carry out, pursuant to the City's specifications, an Affirmative Action Program in keeping with the principles as provided in the 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 Business Enterprises (W/MBE)

Federal regulations require the Participant to use its best efforts to utilize and award 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 Sections 85.36(E) or 84.44(B)). 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), and "minority and women's business enterprise" means a business that is at least fifty- one percent (51%) owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" include 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 women owned 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, as governed by Executive Order 11246, "Equal Employment Opportunity," as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

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

In accordance with the Fair Housing Act of 1988 (42 U.S.C. 3601-3620), 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.

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), which prohibits discrimination against 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 Rehabilitation Act of 1973 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.) 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 Rehabilitation Act of 1973. Regulations implementing the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.) are contained in 24 CFR Part 146 and the regulations implementing Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) are contained in 24 CFR Part 8.

12. Drug-Free Workplace

The Drug-Free Workplace Act of 1988 (42 U.S.C. 701), which requires grantees (including individuals) of any federally funded program or activity, 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 Drug-Free Workplace Act of 1988 (42 U.S.C. 701) and with HUD's regulations provided at 48 CFR Section 23.500, et seq.

13. Debarment and Suspension

Executive Orders 12549 and 12689, "Debarment and Suspension," as set forth at 24 CFR Part 24. 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 Executive Order 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. 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 Dollars and 00/100 Cents (\$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 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 Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (“Section 3”). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- b. The parties to this Agreement agree to comply with HUD’s regulations in 24 CFR Part 135, 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.
- 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 Participant’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, 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 Participant agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The Participant 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.
- e. The Participant will certify that any vacant employment positions, including training positions, that are filled (1) after the Participant is selected but before the Agreement is executed and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the Participant's obligations under 24 CFR Part 135.
- f. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this Agreement 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, 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). 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, 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, as permitted 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 Sections 84.42 and 570.611, 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, the award, or the 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 to such persons during their tenure and for a period of one (1) 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 Sections 570.201 - 204, and the provision of loans to individuals, businesses, and other private entities.

*The Code of Federal Regulations 24 CFR Section 570.611, Conflict of Interest.*

In the procurement of supplies, equipment, construction, and services by Participant, the conflict-of-interest provisions in 24 CFR Section 84.42 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) applies if the procurement contract amount is in excess of One Hundred Thousand Dollars and 00/100 Cents (\$100,000.00). Contractors who apply or bid for an award of One Hundred Thousand Dollars and 00/100 Cents (\$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 a 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 Dollars and 00/100 Cents (\$10,000.00) and not more than One Hundred Thousand Dollars and 00/100 Cents (\$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 a 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 Section 570.200(j), such as worship, religious instruction, or proselytization.

## **XI. ENVIRONMENTAL CONDITIONS**

### **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, 42 U.S.C., 7401, *et seq.*
2. Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, *et seq.*, as amended, 33 U.S.C. 1318, relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 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 One Hundred Thousand Dollars and 00/100 Cents (\$100,000.00).
4. Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

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).

**XII. SEVERABILITY**

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

**XIII. 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.

**XIV. EXPENSES AFTER TERMINATION**

The Participant shall not incur new expenses for equipment or furnishings after receiving notice of termination for this Agreement and shall cancel as many outstanding obligations for ordered items as possible.

**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 City's 2022-2023 Annual Action Plan on **June 21, 2022**, 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 2022-2023 Action Plan as approved by the City Commission on **June 21, 2022**, and upon HUD funds being made available to the City.

**(THIS SPACE IS INTENTIONALLY LEFT BLANK)**

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

WITNESSES:

PARTICIPANT

Nick Green  
[Witness Print Name]

**BROWARD PARTNERSHIP FOR THE HOMELESS, INC.,** a Florida non-profit corporation

Ryan R. Coote  
[Witness Print Name]

By: Frances M. Esposito  
Frances M. Esposito  
Chief Executive Officer

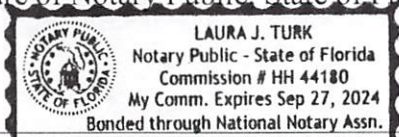
(CORPORATE SEAL)

STATE OF FLORIDA  
COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 22<sup>nd</sup> day of November, 2022, by Frances M. Esposito, as Chief Executive Officer for Broward Partnership for the Homeless, Inc., a Florida non-profit corporation.

Laura J. Turk

Signature of Notary Public, State of Florida

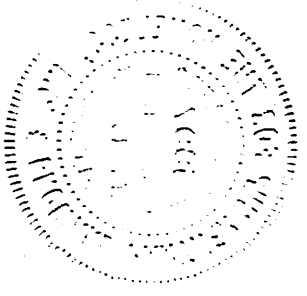


Name of Notary Typed, Printed or Stamped

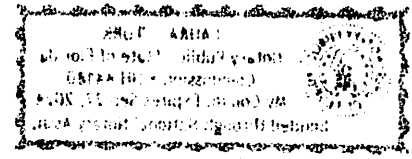
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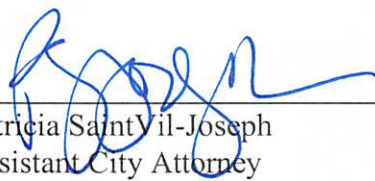
CITY

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

By:   
Greg Chavarria  
City Manager

Date: 11/30/22

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

By:   
Patricia Saint-Vil-Joseph  
Assistant City Attorney





COMMISSION AGENDA ITEM  
DOCUMENT ROUTING FORM

2C

Today's Date: 11/29/2022

DOCUMENT TITLE: COFL and BROWARD PARTNERSHIP FOR THE HOMELESS, INC. (BPHI), (CDBG) PROGRAM PUBLIC SERVICE PROGRAM FY 2022 – 2023 PARTICIPATION AGREEMENT

COMM. MTG. DATE: 9/21/2021 CAM #: 22-0518 ITEM #: PH-1 CAM attached: ☒ YES ☐ NO

Routing Origin: CAO Router Name/Ext: Sonia Ext 5598 Action Summary attached: ☒ YES ☐ NO

Capital Investment / Community Improvement Projects defined as having a life of at least 10 years and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, or fixtures) that add value and/or extend useful life, including major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, or real.

CIP FUNDED: ☐ YES ☒ NO

1) Dept: HCD Router Name/Ext: Eveline Ext. 4775 # of originals routed: 2 Date to CAO: 11/29/22

2) City Attorney's Office: Documents to be signed/routed? ☒ YES ☐ NO # of originals attached: 2

Is attached Granicus document Final? ☒ YES ☐ NO Approved as to Form: ☒ YES ☐ NO

Date to CCO: 11/29/22 Patricia SaintVil-Joseph  
Attorney's Name

[Signature]  
Initials

3) City Clerk's Office: # of originals: 2 Routed to: Donna V./Aimee L./CMO Date: 11/30/22

4) City Manager's Office: CMO LOG #: NAH-86 Document received from: CCO 11/30/22

Assigned to: ☒ CHRIS LAGERBLOOM ☐ TARLESHA SMITH ☐ GREG CHAVARRIA ☒  
☐ CHRIS LAGERBLOOM as CRA Executive Director ☐

☐ APPROVED FOR C. LAGERBLOOM'S SIGNATURE ☐ N/A FOR C. LAGERBLOOM TO SIGN

PER ACM: T. Smith (Initial/Date) PER ACM: G. Chavarria (Initial/Date)

☐ PENDING APPROVAL (See comments below)

Comments/Questions: \_\_\_\_\_

Forward ☒ originals to ☐ Mayor ☒ CCO Date: 12/01/22 JW

5) Mayor/CRA Chairman: Please sign as indicated. Forward \_\_\_\_\_ originals to CCO for attestation/City seal (as applicable) Date: \_\_\_\_\_

6) City Clerk: Forward \_\_\_\_\_ originals to CAO for FINAL APPROVAL Date: \_\_\_\_\_

7) CAO forwards \_\_\_\_\_ originals to CCO Date: \_\_\_\_\_

8) City Clerk: Scan original and forwards 2 originals to: Deneice Graham /HCD/ Ext 6024  
Please email an executed copy to ssierra@FortLauderdale.gov  
Attach \_\_\_\_\_ certified Reso # \_\_\_\_\_ ☐ YES ☒ NO Original Route form to Sonia Sierra - CAO