

**CITY OF FORT LAUDERDALE  
FY 2019 NOT FOR PROFIT GRANT PARTICIPATION AGREEMENT**

THIS CITY OF FORT LAUDERDALE FY 2019 NOT FOR PROFIT GRANT PARTICIPATION AGREEMENT, ("Agreement"), made and entered into this 20th day of November, 2018, is by and between the City of Fort Lauderdale, a Florida municipality, ("City"), whose principal place of business is 100 North Andrews Avenue, Fort Lauderdale, Florida, 33301, and United Way of Broward County, Inc., a Florida not for profit corporation whose principal place of business is 1300 South Andrews Avenue, Fort Lauderdale, Florida, 33316, ("Participant" or "Organization" or "Contractor").

WHEREAS, the purpose of this Agreement is for Participant to find solutions and strategies to help homeless people within the corporate limits of the City of Fort Lauderdale; and

WHEREAS, the City's exercise of its police powers to help homeless people within the corporate limits of the City of Fort Lauderdale by providing funds to the Participant for that purpose will enhance the public health, safety, and welfare, and thereby serve a legitimate public and municipal purpose;

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the Participant hereby agree as follows:

**I. SCOPE OF SERVICES**

A. The Participant shall use funds provided by the City pursuant to this Agreement to address homelessness through initiatives designed to benefit the homeless population within the corporate limits of the City of Fort Lauderdale, Florida, that may include reasonable expenses such as the following:

- Housing
  - Rapid Rehousing High Barrier
  - Furniture and household items
  - Move in costs for clients
  - Utility deposits and ongoing utility costs
  - Motel Vouchers
  - Risk Mitigation Pool to fund damages beyond security deposit
  - Permanent Housing Rental Assistance
  - Landlord Recruitment Initiatives
- Supportive Services
  - Food Repurposing
  - Reunification Services
  - Substance Abuse Medical Detox
  - Day Respite Programs
  - Health Assessments
- Outreach
- Incentives for use at shelter

- Supplemental Activities
  - Storage of client personal property
  - Communications initiatives

On or before December 20, 2018, the Participant shall provide to the City's City Manager ("City Manager") a schedule of proposed expenses containing expense categories and corresponding amounts for use of the funds granted pursuant to this Agreement. All such proposed expenses are subject to the City Manager's prior written approval, and any transfer between or among expense categories is subject to the City Manager's prior written approval. The effectiveness of this Agreement is contingent on the City Manager's prior written approval of a schedule of proposed expenses.

B. The Participant will provide to the City on or before the end of each calendar quarter beginning March 30, 2019, a report detailing the initiatives and services that were supported by the City's contribution during the previous quarter, except that the first report shall include the period between November 21, 2018, and December 31, 2018, and the last report shall be due on or before October 31, 2019. This provision shall survive expiration or termination of this Agreement.

C. The funds will be distributed quarterly on a reimbursement basis following the City's receipt of supporting receipts and invoices detailing the activities set forth in Section I.A. of this Agreement.

The Participant shall not use City grant funds for:

- Profit
- Alcoholic beverages
- Staff bonuses
- Lobbying
- Legal services
- Land acquisition
- Construction
- Membership fees
- Foreign travel
- Staff travel
- Costs due to negligence
- Debt
- Audit services
- Recreational activities
- Receptions
- Fundraising
- Administration
- Luxury items
- Cable or satellite television
- Cellular telephones or services
- Any activity that would violate any applicable law, ordinance, or regulation

D. The City may audit the books, records, and accounts of the Participant that are related to this Agreement. The Participant shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. The Participant shall preserve and make available, at reasonable times for examination and audit by the 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) and corresponding retention schedules, or for a minimum of three (3) years after expiration or termination of this Agreement, whichever is longer. 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 the City to be applicable to the Participant's records, the Participant shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by the Participant. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for the City's disallowance of funding and recovery of any payment upon such incomplete or incorrect entry.

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

The term of this Agreement shall be November 21, 2018, through September 30, 2019. The Organization shall incur all expenditures of funds that are reimbursable pursuant to this Agreement on or before September 30, 2019.

## **III. FINANCIAL REPORTING**

Within ninety (90) days after the close of the Organization's fiscal year, the Organization shall submit to the City a financial statement and [summary report](#), prepared in accordance with generally accepted accounting principles, accounting for the funds expended pursuant to this Agreement and reporting upon the manner in which they were expended. [The financial statement and summary report shall be certified by a Certified Public Accountant.](#) The financial statement and summary report shall be, directed to the City as follows:

City Of Fort Lauderdale  
City Manager's Office  
Budget/CIP and Grants Division  
101 NE 3<sup>rd</sup> Avenue, Suite 1400  
Fort Lauderdale, FL 33301

## **IV. PAYMENT**

It is expressly agreed and understood that the total amount to be paid by the City pursuant to this Agreement shall not exceed \$800,000.

## **V. NOTICES**

Notices required by or otherwise related to this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or 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 as follows:

**City**

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

**Participant**

Kathleen Cannon  
President/Chief Executive Officer  
1300 South Andrews Avenue  
Fort Lauderdale, FL 33316

**VI. GENERAL CONDITIONS**

A. Participant shall protect and defend, counsel being subject to the City's approval, and indemnify and hold harmless the City, and the City's officers, employees, and agents from and against any and all lawsuits, penalties, claims, damages, settlements, judgments, decrees, settlements, costs, charges, and other expenses or liabilities of every kind, sort or description including, but not limited to, any award of attorney fees and any award or costs at both the trial and appellate levels, in connection with or arising, directly or indirectly, out of or resulting from the Participant's acts or omissions in Participant's performance or nonperformance of its obligations or services under this Agreement. Without limiting the foregoing, any and all such claims, relating to personal injury, death, damage to property, defects in material or workmanship, actual or alleged infringement or any patent, trademark, copyright or of any other tangible or intangible 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.

B. This Agreement may be amended only by a written instrument executed by both parties, except that the City may, in the City's discretion, amend this Agreement to conform with federal, state, or local governmental guidelines, policies, availability of funds, or for other reasons.

**C. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-828-5002, CITY CLERK'S OFFICE, 100 N. ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301, [PRRCONTRACT@FORTLAUDERDALE.GOV](mailto:PRRCONTRACT@FORTLAUDERDALE.GOV).**

Contractor 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 (2018), 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 Contractor does not transfer the records to the City.

4. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor 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.

D. Any of 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 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, of any trustee, receiver, or liquidator of the Participant, such appointment shall not have been vacated or stayed on appeal or otherwise; or if within ten days after the expiration of any such stay, such appointment shall not have been vacated.

3. Participant's breach, violation, or failure to perform any of the obligations or any of the covenants or conditions set forth in this Agreement.

Upon the occurrence of any event of default, the City shall issue written notice in accordance with Article V and the Participant shall have thirty (30) days within which to cure such default. If Participant fails to cure the default within the thirty (30) days, the City may terminate this Agreement immediately.

E. If any provision of this Agreement is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement not having been held invalid by a court of competent jurisdiction shall remain in full force and effect.

F. The Contractor 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.

1. The Contractor certifies and represents that it will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, as amended by Ordinance C-18-33 (collectively, "Section 2-187").

2. The failure of the Contractor 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.

3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.

4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.

5. The Contractor 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.

G. Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), *affirmed*, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2018), as may be amended or revised, and that it is not engaged in a boycott of Israel, and that it does not have business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes (2018), as may be amended or revised. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2018), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List

or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2018), as may be amended or revised, or is engaged in a boycott of Israel or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2018), as may be amended or revised.

H. The Participant shall at all times conduct its affairs in accordance with and be in compliance with all applicable laws, ordinances, and regulations.

## **VII. 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.

## **VIII. WAIVER**

The parties agree that each requirement, duty and obligation set forth in this Agreement is substantial and important to the formation of this Agreement and, therefore, is a material term. Either party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

## **IX. ENTIRE AGREEMENT**

This Agreement shall constitute the entire agreement between City and Participant for the use of funds received pursuant to 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 or contemporaneous oral promises or representations shall be binding. Neither this Agreement nor any interest in this Agreement may be assigned, transferred or encumbered by the Participant without the prior written consent of the City. All representations and warranties made herein regarding the Participant's indemnification obligations and obligations to maintain and allow inspection of records shall survive the termination of this Agreement.

## **X. GOVERNING LAW; VENUE**

This Agreement shall be governed by and construed in accordance with 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 shall be in the courts in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida.

IN WITNESS WHEREOF, the City and the Participant execute this Agreement as follows:

ATTEST:

City of Fort Lauderdale

\_\_\_\_\_  
Jeffrey A. Modarelli, City Clerk

By: \_\_\_\_\_  
Dean J. Trantalis, Mayor

By: \_\_\_\_\_  
Lee R. Feldman, City Manager

Approved as to form:

\_\_\_\_\_  
Assistant City Attorney

WITNESSES:

United Way of Broward County, Inc.

\_\_\_\_\_  
Print Name:

By: \_\_\_\_\_  
Kathleen Cannon, President

\_\_\_\_\_  
Print Name:

(Corporate Seal)

ATTEST:

\_\_\_\_\_  
Print Name of Corporate Officer:  
Title:

STATE OF FLORIDA:  
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by Kathleen Cannon as President for United Way of Broward County, Inc., a Florida not for profit corporation.

(SEAL)

\_\_\_\_\_  
Notary Public, State of  
(Signature of Notary Public)

\_\_\_\_\_  
(Print, Type, or Stamp Commissioned  
Name of Notary Public)



Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_  
Type of Identification Produced: \_\_\_\_\_