

FORT LAUDERDALE COMMUNITY REDEVELOPMENT AGENCY

FUNDING AGREEMENT

THIS AGREEMENT, entered this _____ day of _____ 2019 by and between:

FORT LAUDERDALE COMMUNITY REDEVELOPMENT AGENCY, an agency authorized under Chapter 163, Part III, of the Florida Statutes, hereinafter referred to as “CRA”

and

REBUILDING TOGETHER BROWARD COUNTY, INC., a non-profit corporation organized under the laws of Florida whose principal place of business is 4836 NE 12TH AVENUE, OAKLAND PARK, FL 33334, hereinafter referred to as “Participant”.

RECITALS

WHEREAS, the Fort Lauderdale Community Redevelopment Agency was created to eliminate “slum and blight” and to stimulate community redevelopment; and

WHEREAS, the City Commission adopted Resolution No. 95-86 on June 2, 1995, finding the existence of slum and blight conditions in that area of the City of Fort Lauderdale, Florida known as the Northwest-Progresso-Flagler Heights Community Redevelopment Area, as more particularly described in that resolution, (herein referred to as the “Redevelopment Area”); and

WHEREAS, by adoption of Resolution No. 95-170, the redevelopment plan for the Redevelopment Area was approved by the City Commission on November 7, 1995 and was amended in 2001 by Resolution No. 01-86, in 2002 by Resolution No. 02-183, in 2013 by Resolution No. 13-137, in 2016 by Resolution No. 16-52 and in 2018 by Resolution No. 18-226 (the “Redevelopment Plan”); and

WHEREAS, the Historic Dorsey Riverbend community (the “Dorsey Riverbend Area”), the boundaries of which are I-95 to the west, 9th Avenue to the east, Sunrise Blvd to the north and Broward Blvd to the south, is located with the Redevelopment Area; and

WHEREAS, the Participant is a non-profit organization with a mission of repairing homes and revitalizing communities across the country and seeks to make life safety and aesthetic repairs to owner occupied residences and family owned rentals in the Dorsey Riverbend Area; and

WHEREAS, the Board of Commissioners of the CRA finds that such life safety and aesthetic repairs will enhance the Dorsey Riverbend Area’s physical appearance and provide necessary improvements and upgrades for the homes of the residents and families, all in accordance with and in furtherance of the Redevelopment Plan, as authorized by and in accordance with the Act; and

WHEREAS, the CRA Board finds that the Participant has demonstrated that it has the financial capacity, legal ability, development experience, qualifications and ability best suited to carry out the renovations and rehabilitations of homes; and

WHEREAS, staff finds that the physical improvements comply with the Redevelopment Plan and will improve the Redevelopment Area.

NOW, THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF SERVICE

A. Activities

The Participant will be responsible for administering, operating and completing life safety and aesthetic repairs, renovations and rehabilitations for owner occupied homes and family owned rentals within Dorsey Riverbend Area in a manner satisfactory to the CRA and in consultation and coordination with neighborhood associations in the Dorsey Riverbend Area. All construction of the improvements shall be done in a good and workmanlike manner and with the use of quality materials. Construction of the improvements shall be at Participant's risk and Participant shall pay promptly all costs of construction associated with the improvements for which it is responsible. Participant, at Participant's sole cost and expense, shall obtain any and all governmental licenses, permits, and approvals necessary to construct or install the improvements for each home and shall comply with all laws, regulations, rules and ordinances governing the construction of the improvements. All aspects of the program activities, including program clients' eligibility, budgets, scopes of services, scopes of work for rehabilitation and renovations, and final rehabilitation costs must be approved by the Area Manager of the Redevelopment Area prior to the initiation of construction activities. For each home, Participant must also provide a schedule for completion and scope of service, all of sufficient detail to provide a sound basis for the effective monitoring of the program and performance. The scope of services should specify at a minimum: a) detailed description of the proposed renovations and the proposed construction budget and estimated completion date; b) name and address of the homeowner. There is no income limits on the eligible clients under this program and eligible "family owned rentals" shall be determined at the discretion of the Area Manager but such determination shall require demonstration that the owner and occupant of the property are related, the occupant is paying less than market rate rent and intends to or resides on the property for longer than five (5) years and the site does not exceed four contiguous units. The Participant shall coordinate its activities with the neighborhood associations to identify eligible homes.

B. Levels of Accomplishment – Goals and Performance Measures

The Participant agrees to provide repairs, renovations, rehabilitation or aesthetic repairs to a minimum of twenty (20) homes or apartments in the Dorsey Riverbend Area.

C. Performance Monitoring

The City will monitor the performance of the Participant against established goals and performance standards set forth above subject to approval and revision by the Executive Director of the CRA. Participant agrees to develop and maintain tracking systems for properties receiving funding from the CRA under this Agreement that effectively capture the required information. Tracking is to be provided quarterly in an electronic and paper format. Failure to provide the approved tracking system will be counted as an Event of Default. Substandard performance as determined by the CRA will constitute noncompliance with this Agreement. If correction of such substandard performance is not accomplished or substantially corrected by the Participant within thirty (30) days after being notified by the CRA, the CRA reserves the right to terminate this Agreement and recapture funds previously disbursed. Participant's performance under this Agreement shall be monitored by CRA staff, including but not limited to the CRA's contractor.

D. Deliverables and Outcomes

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

E. Use of Funds

The Participant shall use the funds for renovation, rehabilitation, rehabilitation or aesthetic repairs of homes and apartments in the Dorsey Riverbend Area.

II. TERM AND TIME OF PERFORMANCE

The effective date of this Agreement shall be January 1, 2019. The activities under this Agreement shall be performed by the Participant commencing on January 1, 2020 and completed by December 31, 2020, subject to reasonable extension due to force majeure, and as approved by the Area Manager. The Participant will forfeit all funds not expended during the term of this Agreement unless otherwise extended in writing by the Area Manager based on circumstances not under Participant's control.

III. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the CRA under this Agreement shall not exceed **\$255,000.00**. The CRA shall make an initial payment of \$55,000.00 upon execution of this Agreement by both parties. Thereafter, starting April 1, 2020, payments shall be made quarterly in equal installments provided the Participant provides satisfactory evidence that it has made improvements to a minimum of five (5) homes in the preceding quarter. The CRA reserves the right to physically inspect the homes for the quality of the workmanship before making subsequent disbursements. The CRA may make accelerated payments to the extent the Participant completes improvements to more than five (5) homes in the preceding quarter. Such excess payment shall be prorated based on the number of homes over the minimum requirement. The Participant is responsible for all additional financing necessary to see improvements to homes to satisfactory

completion. Satisfactory completion includes, but is not limited to, satisfactory completion of all construction on the homes during the quarter in question.

IV. Intentionally Omitted.

V. NOTICES

Notices required by 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 to the following Agreement representatives:

CRA

Christopher J. Lagerbloom
Executive Director

As to the CRA:

Fort Lauderdale CRA
100 North Andrews Avenue
Fort Lauderdale, FL 33302

Participant

Richard Tommer
President

As to the Participant:

Rebuilding Together Broward
County, Inc.
4836 NE 12th Avenue
Oakland Park, FL 3334

VI. GENERAL CONDITIONS

A. Independent Contractor

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Participant shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The CRA 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.

B. Hold Harmless

Participant shall protect, defend, indemnify and hold harmless the City of Fort Lauderdale and CRA, its respective officers, employees and agents, from and against any and all lawsuits, penalties, claims, damages, settlements, judgments, decrees, costs, charges and other expenses or liabilities of every kind, sort or description including, but not limited to, attorneys' fees at both the trial and appellate levels, in connection with or arising, directly or indirectly, out of or resulting from the 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 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.

C. Workers' Compensation

For the rehabilitation construction portion of this project, Participant must ensure that each contractor providing labor and materials to each home shall have in place the appropriate insurance normal and customary in the industry and as appropriate for the scope of level of services being performed. The coverage is to remain in force at all times during the established period. The following minimum insurance coverage is required. The commercial general liability insurance policy shall name the Fort Lauderdale Community Redevelopment Agency as an "additional insured." This MUST be written in the description section of the insurance certificate, even if there is a check-off box on the insurance certificate. Any costs for adding the CRA as "additional insured" shall be at the Participant's expense.

The CRA shall be given notice 10 days prior to cancellation or modification of any required insurance. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of Participant to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Area Manager at 914 Sistrunk Blvd., Suite 200, Fort Lauderdale, FL 33311.

The insurance must be provided by an A.M. Best's "A-" rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the CRA's Risk Manager. Any exclusions or provisions in the insurance maintained by the Participant that excludes coverage for activities contemplated in this Agreement shall be deemed unacceptable, and shall be considered breach of contract.

Workers' Compensation and Employers' Liability Insurance (only to the extent required by law)

Limits: Workers' Compensation – Per Chapter 440, Florida Statutes
Employers' Liability - \$500,000

Commercial General Liability Insurance

The insurance must cover premises-operations, products-completed operations, independent contractors and contractual liability.

Limits: Combined single limit bodily injury/property damage \$1,000,000 per occurrence.

Commercial Auto Liability Insurance

The insurance must have a combined single limit of not less than \$1,000,000, including coverage for owned, hired, borrowed and non-owned vehicles.

D. CRA Recognition

The Participant shall ensure recognition of the role of the CRA 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.

E. Insurance & Bonding

Participant will obtain, pay for, and keep in force and effect continuously throughout the term of this Agreement Commercial general liability insurance, in an amount not less than \$1,000,000, for any one person and for any one accident, which coverages shall include property damage, bodily injury and death. A valid Certificate of Insurance shall be provided to the CRA by the Participant not later than 10 (ten) days after execution of this Agreement. Any such policy shall name the CRA as an additional insured and shall not be affected by any insurance that the CRA may carry in its own name.

F. Amendments

The CRA 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 CRA or Participant from its obligations under this Agreement.

The CRA 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 CRA and Participant.

G. 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, 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 and conditions contained herein.

4. Participants failure to perform in accordance with all applicable Federal, State and Local requirements.

Upon the occurrence of any event of default, the CRA shall issue written notice in accordance with the and the CRA 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. ADMINISTRATIVE REQUIREMENTS

A. Documentation and Record Keeping

1. Records to be Maintained

The Participant shall maintain all records required by this program 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, benefits provided and beneficiary acknowledgement of benefits received;
- b. Records required determining the eligibility of activities;
- c. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CRA funding, and the associated additional financing;
- d. Records documenting compliance with the fair housing laws;

The Participant will report to the CRA for the required compliance period of all improvements made, the eligible beneficiaries of those improvements, and acknowledgement of receipt of said improvements as verified by the beneficiaries. The Participant will be responsible for maintaining all records necessary to document all compliance with this Agreement.

2. Retention

The records shall be available for inspection by the CRA or CRA Auditor during all normal

business hours. The Participant shall retain all financial records, payment logs and all other records pertinent to the Agreement for a period of four (4) years commencing from the end of the term 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-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 CRA funds provided in this Agreement.

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

Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Chapter 119, Florida Statutes, as same may be amended from time to time and any resultant award of attorney's fees for non-compliance with that law.

3. Client Data

The Participant shall maintain all client data demonstrating eligibility for participation in this program. Such data shall include, but not be limited to, client name, address, proof of homestead or other basis for determining eligibility, and description with acknowledgement of improvements made and acknowledged as received. Such information shall be provided with each reimbursement request or made available to the CRA 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 CRA'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 CRA shall not end until all closeout requirements are completed. Activities during this closeout period shall include, but are not limited to: making

final payments, unspent cash advances, program income balances, and accounts receivable to the CRA), 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 CRA funds, including program income.

All Participant records with respect to any matters covered by this Agreement shall be made available to the City of Fort Lauderdale, CRA and CRA Auditor 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 and termination of the Agreement.

B. Procurement

The Participant agrees to adhere to the City of Fort Lauderdale procurement policies with regard to the purchase of all equipment, goods and services, excluding volunteer services. 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.

Participant must ensure the integrity of its purchasing decisions with CRA funds by maintaining records to detail the significant history of the procurement, documenting the results and decisions behind purchases. The background and details of every purchasing decision must be documented. Solicitations must clearly explain all requirements that the bidder/offeror must fulfill in order for his or her bid/offer to be evaluated. Solicitations must be based on a clear and accurate description of the material, product, or service to be procured, and cannot contain features which unduly restrict competition.

Awards are to be made to the bidder/offeror whose bid/offer is responsive to the solicitation and is most advantageous when price and any other pertinent factors are considered. Any and all bids may be rejected when it is in the best interest to do so. Participant must ensure that award is only made to responsible contractors/vendors possessing the ability to perform successfully under the terms and conditions of the proposed procurement.

Participant must ensure that award is not made to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in state or local assistance programs.

VIII. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

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

The CRA 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 CRA 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 CRA programs and activities.

2. Fair Housing and Equal Opportunity

In accordance with the Fair Housing Act, it is required that Participant administer all programs and activities related to housing and community development in a manner to affirmatively further the policies of the Fair Housing Act.

3. Section 504

The Participant agrees to comply with all federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) (“Act”), which prohibits discrimination against the individuals with disabilities or handicaps.

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

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: discrimination; political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

C. Conduct

1. Assignability

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

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 CRA prior to the execution of such agreement. All such agreements shall be approved by the CRA prior to execution.

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 CRA funds if a real or apparent conflict of interest would be involved. The Participant shall take such actions to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with the City of Fort Lauderdale procurement requirements.

3. Conflict of Interest

The Participant agrees to abide by 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 CRA funds.

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

In the procurement of supplies, equipment, construction, and services by Participant using CRA funds, conflict of interest provisions 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 CRA-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 CRA-assisted activity, or with respect to the proceeds from the CRA-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 of the Fort Lauderdale, the CRA, the Participant, or any designated public agency.

5. Copyright

If this Agreement results in any copyrightable material or inventions, the CRA reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for CRA purposes.

6. Religious Activities

The Participant agrees that funds provided under this Agreement will not be utilized for inherently religious activities, such as worship, religious instruction, or proselytization.

IX. Intentionally Omitted.

X. SEVERABILITY

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

XI. 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.

XII. TERMINATION OF AGREEMENT

No waiver by the CRA of any breach of any provision of this Agreement shall be deemed to be a waiver of any other provision or be construed to be a modification of the terms of this Agreement.

XIII. WAIVER

The CRA'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 CRA to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XIV. ENTIRE AGREEMENT

This Agreement along with attachments shall constitute the entire Agreement between CRA 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 CRA 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. Nothing herein shall be deemed a waiver of sovereign immunity in favor of the CRA.

XV. AUTHORIZED SIGNATORY

The Executive Director for the CRA is authorized to execute this Agreement on behalf of the CRA.

XVI. E-VERIFY

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the ____ day of _____ 2019.

PARTICIPANT

WITNESSES:

Rebuilding Together Broward County, Inc., a Florida non-profit corporation

By _____
Richard Tommer, President

[Witness print name]

[Witness print name]

ATTEST:

(CORPORATE SEAL)

Secretary

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this _____ day of _____ 20____, by **Richard Tommer**, as **President of Rebuilding Together Broward County, Inc.** Who is ☐ personally known to me or ☐ has produced _____ as identification.

(NOTARY SEAL)

Notary Public, State of Florida (Signature of Notary Taking Acknowledgment)

Name of Notary Typed, Printed or Stamped

My Commission Expires:

Commission Number

CRA

WITNESSES:

**FORT LAUDERDALE COMMUNITY
REDEVELOPMENT AGENCY**, an agency authorized
under Chapter 163, Part III of the Florida Statutes

By _____
CHRISTOPHER J. LAGERBLOOM,
EXECUTIVE DIRECTOR

(Witness print name)

(Witness print name)

JEFFREY MODARELLI, CRA SECRETARY

Approved as to form:
ALAIN BOILEAU, CRA GENERAL COUNSEL

LYNN SOLOMON
CRA ASSISTANT GENERAL COUNSEL