

AMENDED AND RESTATED
CORONAVIRUS RELIEF FUND (CRF)
SUB-GRANTEE AGREEMENT

THIS AMENDED AND RESTATED CORONAVIRUS RELIEF FUND (CRF) SUB-GRANTEE AGREEMENT ("Agreement"), dated October 20, 2020, ("Effective Date"), is by and between HOUSING FOUNDATION OF AMERICA, INC., a Florida not for profit corporation, ("Sub-Grantee"), whose principal address is 2400 North University Drive, Suite 200, Pembroke Pines, Florida, 33024, and CITY OF FORT LAUDERDALE, a Florida municipality, whose principal address is 100 North Andrews Avenue, Fort Lauderdale, Florida, 33301.

WITNESSETH:

WHEREAS, the Coronavirus (COVID-19) emergency has caused disruption in Florida's economy leading to high rates of unemployment and business closures.

WHEREAS, many Floridians are in need of assistance with rental payments, mortgage payments and home repairs;

WHEREAS, the State of Florida has been awarded funds pursuant to, section 601(d) of the Social Security Act, as amended by section 5001 of the Coronavirus Aid, Relief, and Economic Security (CARES) Act, Pub. L. No. 116-136, div. A, Title V (Mar. 27, 2020);

WHEREAS, a portion of the CARES Act Funds (designated the "Coronavirus Relief Funds" or "CRF funds") has been distributed to the City of Fort Lauderdale under a written Subrecipient Agreement with the Florida Housing Finance Corporation;

WHEREAS, the Sub-grantee has legal authority to enter into this agreement and possesses the experience and ability necessary to conduct and perform the services which is the subject of this Agreement and agrees to use such experience and ability in its execution and completion of this Agreement for the benefit of the City of Fort Lauderdale and has been selected as a qualified Sub-Grantee to carry out the scope of work identified in this agreement;

WHEREAS, the Sub-Grantee and City of Fort Lauderdale wish to enter into this Agreement which will govern the disbursement and expenditure of CRF funds;

NOW, THEREFORE, in consideration of the foregoing, the parties hereto agree as follows:

1. **Recitals**: The recitals stated above are true and correct, are incorporated herein, and form an integral part of this Agreement.
2. **Definitions**:
 - a. "Administrative Expenditures" means funds, not to exceed **\$81,000** of the contract award, expended by Sub-Grantee to carry out the activities of CRF. This expense may include salaries and benefits of staff, office supplies and equipment, required travel, advertising, recording costs. This amount represents the initial award of \$48,000.00 plus an additional \$33, 000.00.

- b. "Annual income" means annual income as defined under the Section 8 housing assistance payments programs in 24 C.F.R. part 5.
- c. "Eligible Housing" means any real and personal property located within the county or eligible municipality which is designed and intended for the primary purpose of providing decent, safe, and sanitary residential units that are designed to meet the standards of the Florida Building Code or previous building codes adopted under Chapter 553, Fla. Stat., or manufactured housing constructed after June 1994 and installed in accordance with the installation standards for mobile or manufactured homes contained in rules of the Department of Highway Safety and Motor Vehicles. Properties that receive rehabilitation or repair under this program must meet the definition of eligible housing.
- d. "Eligible Persons" or "Households" means one or more natural persons, or a family determined by Sub-Grantee to be earning not more than 120% of the area median income according to the income limits adjusted to family size published annually by Florida Housing.
- e. "Eligible Sponsor" means a person or a private or public for-profit or not-for-profit entity that applies for an award under CRF for the purpose of providing Eligible Housing for Eligible Persons.
- f. "Expended" means the affordable housing activity is complete.
- g. "Program Income" means proceeds derived from interest earned on or investment of the funds, proceeds from loan repayments, recycled funds, and all other income derived from use of CRF funds that must be returned to the local government by the Sub-Grantee or sponsor.
- h. "Project Delivery Costs" means those costs related to the delivery of housing related services to an eligible applicant that are not included as part of Administrative Expenditures.
- i. "Sub-Grantee" means a person or organization contracted by the City of Fort Lauderdale that is compensated with CRF funds to provide administration of any portion of the CRF.
- j. "Utilities" can include water, sewer, trash, electricity, gas, internet, phone, cable or other similar services.

3. Allocation and Use of Funds:

- a. Amount of Funds Available to Sub-Grantee: The total funds made available to Sub-Grantee under this Agreement is: **\$81,000.00**
- b. Disbursement of Funds to Sub-Grantee: The CRF funds will be disbursed to Sub- Grantee for activities described in Item 3.c., below. Funds will be disbursed on a reimbursement basis. 50% of the funds provided must be expended by **October 30, 2020** and 100% of the funds provided must be expended no later than **December 30, 2020**. If the local government determines that the Sub-Grantee has failed to make satisfactory progress in meeting the requirements of this Agreement or has otherwise failed to satisfactorily perform under the terms of this Agreement, the local government may terminate this agreement providing 10 days written notice to the Sub-Grantee for failure to comply with the terms of the agreement and/or the projected accomplishments defined in Attachment A. The Sub-Grantee, at the discretion of the City of Fort Lauderdale may

provide a written plan to address the issues prepared by the Sub-Grantee and submitted to City of Fort Lauderdale for approval.

c. Expenditure of Funds by Sub-Grantee: CRF funds shall be Expended by Sub-Grantee for the following:

- i. Direct CRF Administrative Expenditures and Project Delivery Costs incurred on or after March 1, 2020 in an amount no more than a cumulative 10% percent of CRF funds incurred by Sub-Grantee, a consultant to Sub-Grantee, and/or a Sponsor. CRF funds shall not be used to pay for Administrative Expenditures and Project Delivery Costs incurred prior to March 1, 2020.
- ii. Housing counseling services, direct rental assistance, relocation costs and awards to assist Eligible Housing for Eligible Persons or Households or Eligible Sponsors.
- iii. CRF funds may be used for the following pre-approved program purposes or activities:
 1. Rental assistance payments (including back rent, deposits and utility payments);
 2. Mortgage payments and buydowns.
 3. Housing re-entry assistance, such as security deposits, utility deposits, and temporary storage of household furnishings.

All other activities must be presented in writing to the City of Fort Lauderdale and approved in writing prior to implementation.

d. Term: The period of performance for this grant is March 1, 2020 – December 30, 2020. In executing this Agreement, Sub-Grantee is certifying that all CRF funds will be Expended by December 30, 2020. The term of this agreement will be from the Effective Date through March 31, 2021.

e. Advertisement of Availability of Funds: CRF funding availability shall be advertised by Sub-Grantee in newspaper, website, Facebook, flyers or other method with outreach to as many eligible persons as possible reaching racially, ethnically and income diverse neighborhoods, at least 10 days before the beginning of the application period. This 10-day period does not prevent assistance to applicants that have already applied and been determined eligible prior to the application period. At a minimum, the advertisement shall contain:

- i. The amount of funds projected to be received from the state for the fiscal year(s).
- ii. The beginning and ending date of the application period.
- iii. The name of the contact person and other pertinent information where applicants may apply for assistance (phone number, address, email, and hours of operation);
- iv. Copies of all outreach shall be retained and provided the City of Fort Lauderdale upon request.

f. Repayments:

- i. The Sub-Grantee shall only expend funding under this Agreement for allowable costs resulting from obligations incurred during the eligible period of performance. The Sub- Grantee shall ensure that its contractors, subcontractors, and consultants only expend funding under this Agreement for allowable costs resulting from obligations incurred during the period of performance.

- ii. The Sub-Grantee shall refund to the City of Fort Lauderdale any unobligated funds which have been advanced or paid to the Sub-Grantee upon termination of this Agreement.
 - iii. Any unexpended funds under this Agreement, including unexpended program income earned, must be returned to the City of Fort Lauderdale upon termination of this Agreement.
 - iv. Upon termination of this Agreement, or upon any determination made indicating such, the Sub-Grantee shall refund to City of Fort Lauderdale any funds paid in excess of the amount to which the Sub-Grantee or its contractors, subcontractors, or consultants are entitled under the terms and conditions of this Agreement.
 - v. The Sub-Grantee shall refund to the City of Fort Lauderdale any funds not spent in accordance with the conditions of this Agreement or applicable law. Such reimbursement shall be sent to the City of Fort Lauderdale within 15 calendar days from Sub-Grantee's receipt of notification of such non-compliance.
 - vi. The Sub-Grantee's obligations under this section will survive the termination of the Agreement.
- g. Performance under this Agreement is subject to 2 C.F.R Part 200, entitled "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards."
- h. Single Audit Act: Funds payments are considered to be federal financial assistance subject to the Single Audit Act (31 U.S.C. §§ 7501-7507) and the related provisions of the Uniform Guidance. The Sub-Grantee shall conduct a single or program-specific audit in accordance with the provisions of 2 C.F.R. Part 200 and the related provisions of the Uniform Guidance, if it expends more than \$750,000 or more in Federal awards from all sources during its fiscal year. The Catalog of Federal Domestic Assistance (CFDA) number for these funds is 21.019.
4. Application for CRF Eligible Person or Household Assistance: Sub-Grantee shall establish criteria for CRF assistance and develop an application for CRF eligibility.
- a. The application for assistance should contain all the necessary information to determine whether an applicant household is potentially eligible for CRF assistance. In accordance with the provisions of Sections 760.20-760.37, Fla. Stat., it is unlawful to discriminate on the basis of race, religion, color, sex, familial status, national origin, or handicap in the award application process for Eligible Housing.
 - b. At a minimum, an application for program assistance should contain the following items for each household members:
 - i. The number of people residing in the household including name, age, relationship to head of household, current address and home phone number;
 - ii. Name and address of employer(s), work phone number(s), position title and number of years on job with employer;
 - iii. Sources of annual income, including earned, unearned and asset income, and a statement signed by all of the adults who reside in the household consenting to the disclosure of information for the purpose of verifying income and assets for determining income eligibility for program assistance.
 - iv. A signed statement indicating that the applicant understands that all information provided is subject to Florida's public records laws.

- v. A statement that it is a first-degree misdemeanor to falsify information for the purpose of obtaining assistance.
- 5. Allowable Rental Assistance (Subsidies): Assistance may be provided as direct rental assistance to Eligible Persons in any of the following manners:
 - a. Security and utility deposit assistance to secure temporary or permanent rental housing; or
 - b. Eviction prevention not to exceed 10 months' rent; or
 - c. A rent subsidy program for income eligible households that are displaced from rental units that are uninhabitable.
- 6. Allowable Mortgage Payments: Mortgage payment assistance may be awarded to eligible applicants. This may include principle and interest, insurance, and homeowner association fees. Real Estate taxes can be part of PITI to the lender.
- 7. Income Categories: All households assisted must be at or below 120% of the area median income.
- 8. CRF Eligible Person Award Terms: CRF funds awarded directly to Eligible Persons must be in the form of a grant, deferred loan or hard pay loan.
- 9. Reporting Requirements: The Sub-Grantee must provide City of Fort Lauderdale with monthly reports beginning on September 15, 2020 and a closeout report by February 5, 2021. These funds must include the current status and progress of the expenditure of funds under this Agreement, in addition to any other information requested by the City of Fort Lauderdale. All funds must be accounted for on the CRF Data Upload Form as provided by City of Fort Lauderdale. Quarterly reports are due to City of Fort Lauderdale no later than 10 days after the end of each quarter. The first quarterly report due pursuant to this agreement is due for the quarter ending September 15, 2020.
- 10. Program Compliance
 - a. File Management and Record Retention relating to CRF Eligible Persons or Sponsors: Sub-Grantee must maintain a separate file for every applicant, Eligible Person, subrecipient or Sponsor, regardless of whether the request was approved or denied.
 - i. Contents of File: Each file must contain sufficient and legible documentation. Documents must be secured within the file and must be organized systematically.
 - ii. Record and File Retention: The Sub-Grantee is required to retain records and other relevant documentation for each applicant, Eligible Person, Subrecipient or Sponsor for five fiscal years after funds have been expended or five years after the expiration of a use restriction agreement. and accounted for and/or satisfaction of loans, whichever is later, provided applicable audits have been released.
 - 1) The minimum requirements for documentation of award depends upon the type of assistance awarded and the funding sources. Every file should contain a section of notes and a file checklist, which tracks the efforts and progress of obtaining necessary documents. The checklist is a useful tool for all persons who must have access to the file.

However, this checklist may be modified to accommodate the need for additional documentation.

- 2) Eligible Sponsors(developers) who are awarded funds have the responsibility for maintaining clear and accurate files on project recipients and activities. Sub- Grantee must monitor the Eligible Sponsors files on a regular basis to ensure that all information is collected that will be needed for reporting. Sub-Grantee's housing administrator must also review the file documentation to ensure that assistance is awarded to Eligible Persons and that all project activities conform to program requirements.
 - 3) In cases where a Sub-Grantee is used to administer CRF, Sub-Grantee is ultimately responsible for program compliance.
 - 4) All other records that document the award or expenditure of CRF funds must be retained for five fiscal years after the funds have been expended or five years after the expiration of a use restriction agreement and accounted for and/or satisfaction of loans, whichever is later, provided applicable audits have been released. This means that for cases that were assisted Sub-Grantee must retain all records no less than five years after the loan has been satisfied, provided audits have been released, whichever is later. Housing records of this type include, but are not limited to:
 - a. applications;
 - b. program and set-aside records;
 - c. housing agreements;
 - d. income verifications and
 - e. other records as required by the City of Fort Lauderdale, Florida Housing or federal, state and local law or regulations.
 - 5) Records must be retained in electronic form. The standards used must comply with the Florida Administrative Code. Local record retention requirements may be stricter than the State.
- iii. Access to Files: Florida Housing Finance Corporation, the City of Fort Lauderdale or any duly authorized representative shall be permitted to inspect any files relating to CRF Eligible Person or Sponsors including but not limited to advertisements, applications, income verifications and certifications, plan participation contracts, financial records, tracking system records, construction cost verification including receipts and contracts, rental development annual reviews, Eligible Sponsor reviews, Eligible Sponsor award lists, CRF fund recipient lists, and any other applicable documents at any reasonable time with or without notice. Such records shall be maintained within the participating county or eligible municipality at a place accessible to the City of Fort Lauderdale staff or its designated monitoring agent.
- b. Files Management and Record Retention relating to Sub-Grantee and Administration of this Agreement:
- i. The Sub-Grantee shall maintain books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of funds provided by the City of Fort Lauderdale under this Agreement.
 - ii. Contents of the Files: Sub-Grantee must maintain files containing documentation to verify all compensation to Sub-Grantee in connection with this Agreement, as well as reports, records, documents, papers, letters, computer files, or other material received, generated, maintained or filed by Sub-Grantee in connection with this Agreement. Sub- Grantee must also keep files, records, computer files, and reports that reflect any compensation it receives or will receive in connection with this Agreement.

- iii. **Record and File Retention:** Sub-Grantee must maintain these files for five years after the end of the applicable fiscal year, except that, if any litigation, claim or audit is commenced with respect to the transactions documented by such files before the end of the aforementioned five-year period and extends beyond the expiration of the five-year period, these files must be retained until all litigation, claims, or audit findings involving the files have been resolved.
 - iv. **Access to the Files:** As a condition of receiving state or federal financial assistance, and as required by sections 20.055(6) and 215.97(5), Fla. Stat., the City of Fort Lauderdale, Florida Housing, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives shall enjoy the right to access any documents, financial statements, papers, or other records of the Sub-Grantee that are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. Upon reasonable notice, Sub-Grantee and its employees shall allow t h e City of Fort Lauderdale, Florida Housing or its agent(s) access to its files and personnel for interview purposes during normal business hours, 9:00 a.m. to 5:00 p.m., Monday through Friday, provided such day is not a holiday.
 - v. **Return of the Files:** In the event this Agreement is terminated, all finished or unfinished documents, data, studies, computer files, correspondence, and other products prepared by or for Sub-Grantee under this Agreement must be submitted to the City of Fort Lauderdale within 10 days of such termination at the expense of Sub-Grantee.
- c. **Compliance Monitoring:** Sub-Grantee must be subject to compliance monitoring during the period of performance in which funds are Expended and up to three years following the closeout of all funds. In order to assure that the program can be adequately monitored, the following is required of Sub-Grantee:
- i. Sub-Grantee must maintain a financial tracking system provided by City of Fort Lauderdale that ensures that CRF funds are Expended in accordance with program requirements, deadlines, and other requirements in this agreement.
 - ii. Sub-Grantee must maintain records on all awards to Eligible Persons or Sponsors. These records must include, if applicable, but are not limited to:
 - 1) Proof of income compliance on a case by case basis if needed.
 - 2) Proof of homeownership;
 - 3) Proof of use of FEMA proceeds;
 - 4) Documentation of all required inspections including mold remediation and wood destroying organisms;
 - 5) Documentation of any required remediation;
 - 6) Certificate of Occupancy;
 - 7) Placed in Service documentation;
 - 8) Proof of contract or eligibility;
 - 9) Documentation of payments made on the award; and
 - 10) Documentation of the value/sales price of the unit, as applicable.
 - 11) Completion of Landlord verifications.
 - 12) Completion of W-9s
 - 13) Completion of Denial Letters as applicable
- d. **Cooperation with Inspector General:** Sub-Grantee understands its duty, pursuant to Section 20.055(5), Fla. Stat., to cooperate with the City of Fort Lauderdale, Florida Housing's Inspector General in any investigation, audit, inspection, review, or hearing. Sub-Grantee will comply with

this duty and ensure that any contracts issued under this Agreement impose this requirement, in writing, on its subcontractors.

- e. Technical Assistance: Training and technical assistance is available to Sub-Grantee to assist in the development and implementation of the CRF. This technical assistance shall be provided by City of Fort Lauderdale staff and Florida Housing's Catalyst contractor.
- f. Program Income: Program Income realized by Sub-Grantee prior to the final closeout of CRF must be deposited and used for eligible CRF activities. After final closeout of CRF, funds realized as Program Income must be returned to the City /County.
- g. Recaptured Funds: Recaptured Funds realized by Sub-Grantee prior to the final closeout of CRF must be deposited and used for eligible CRF activities. After final closeout of CRF, Recaptured Funds must be returned to the City of Fort Lauderdale.

11. Contacts

City: Avis A. Wilkinson at 954.828.4513 or awilkinson@fortlauderdale.gov

Sub-Grantee: Jeremy Montanti at 954.923.5001 or hfaumontanti@gmail.com

12. 2 CFR Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards - In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

- a. Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- b. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- c. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- d. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards

Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or Sub-Grantee must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- e. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or Sub-Grantee wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or Sub-Grantee must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

- f. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

- g. Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- h. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must 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 must 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 non-Federal award.
- i. See § 200.322 Procurement of recovered materials.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014]

13. Default and Remedies

- a. If any of the events listed in subparagraph b. of this section occur, all obligations on the part of City of Fort Lauderdale to continue doing business with Sub- Grantee or assign any future transaction to Sub-Grantee shall, if City of Fort Lauderdale so elects, terminate and City of Fort Lauderdale may, at its option, exercise any of its remedies set forth herein, or as otherwise provided by law. However, the City of Fort Lauderdale may continue doing business with the Sub-Grantee as a participant after the happening of any event listed in subparagraph b. of this section without waiving the right to exercise such remedies, without constituting a course of dealing, and without becoming liable to include the Sub-Grantee in the transaction or any future transaction.
- b. The Events of Default shall include, but not be limited to, the following:
 - i. If any report, information or representation provided by Sub-Grantee in this Contract is inaccurate, false or misleading in any respect;
 - ii. If any warranty or representation made by Sub-Grantee in this Contract or any other outstanding agreement with City of Fort Lauderdale is deemed by City of Fort Lauderdale to be inaccurate, false or misleading in any respect;
 - iii. If Sub-Grantee fails to keep, observe, or perform any of the terms or covenants contained in this Contract, or is unable or unwilling to meet its obligations as defined in this Contract;
 - iv. If, in the sole discretion of City of Fort Lauderdale, Sub-Grantee has failed to perform or complete any of the services identified in the attachments;
 - v. If Sub-Grantee has not complied with all Florida laws, federal laws, City of Fort Lauderdale rules or City of Fort Lauderdale policies applicable to the work;
 - vi. If Sub-Grantee has discriminated on the grounds of race, color, religion, sex, national origin, or disability in performing any service identified in the attachments;

- vii. If Sub-Grantee does not comply with the terms and conditions set forth in Section 420.512(5), Fla. Stat.;
- viii. If Sub-Grantee commits fraud in the performance of its obligations under this Contract; or
- ix. If Sub-Grantee refuses to permit public access to any document, paper, letter, computer files, or other material subject to disclosure under Florida's Public Records Law.

Upon the occurrence of any Event of Default listed in this subparagraph b., City of Fort Lauderdale will provide written notice of the Default detailing the grounds that constitute the Event of Default.

- c. Upon the occurrence of any Event of Default listed in subparagraph b. above, City of Fort Lauderdale may provide Sub-Grantee a reasonable period of time to cure the Event of Default (Cure Period). If City of Fort Lauderdale provides a Cure Period, City of Fort Lauderdale will notify the Sub-Grantee of the length of the Cure Period in the Notice of Default.
- d. If City of Fort Lauderdale provides a Cure Period and if the Sub-Grantee is unable or unwilling to cure the Event of Default within the Cure Period, City of Fort Lauderdale may exercise any remedy permitted by law. The pursuit of any one of the following remedies shall not preclude City of Fort Lauderdale from pursuing any other remedies contained herein or otherwise provided at law or in equity. The remedies include, but are not limited to the following:
 - i. City of Fort Lauderdale may terminate the Contract on the 10th day after Sub-Grantee receives the Notice of Default or upon the conclusion of any applicable Cure Period, whichever is later;
 - ii. City of Fort Lauderdale may commence an appropriate legal or equitable action to enforce performance of the terms and conditions of this Contract;
 - iii. City of Fort Lauderdale may exercise any corrective or remedial actions including, but not limited to, requesting additional information from Sub-Grantee to determine the reasons for or the extent of non-compliance or lack of performance, issuing a written warning to advise that more serious measures may be taken if the situation is not corrected, advising the Sub-Grantee to suspend, discontinue or refrain from incurring fees or costs for any activities in question or requiring the Sub-Grantee to reimburse City of Fort Lauderdale for the amount of costs incurred; or
 - iv. City of Fort Lauderdale may exercise any other rights or remedies that may be otherwise available under law.

14. Termination

- a. City of Fort Lauderdale may terminate the Agreement, without cause, at any time upon 24-hour written notice delivered by courier service or electronic mail to the Sub-Grantee, from the date sent from City of Fort Lauderdale.
- b. The Sub-Grantee may terminate this Agreement, without cause, at any time upon 10 days written notice delivered by courier service or electronic mail to City of Fort Lauderdale at the physical or electronic address, as applicable, of **914 Sistrunk Blvd, Ste 103, Fort Lauderdale, Florida 33311**. The Sub-Grantee shall be responsible for all costs arising from the resignation of the Sub-Grantee.

- c. Upon expiration or termination of this Agreement, the Sub-Grantee shall transfer to City of Fort Lauderdale any CRF funds on hand at the time of expiration or termination, and any accounts receivable attributable to the use of CRF funds.

15. General Provisions

- a. Compliance with all Applicable Laws and Regulations: Sub-Grantee must comply with all applicable federal, state and local laws, rules, regulations, and ordinances in administering CRF under this Agreement. Sub-Grantee acknowledges that this requirement includes, but is not limited to, compliance with all applicable federal, state, and local health and safety rules and regulations. Sub-Grantee further agrees to include this provision in all contracts with Eligible Persons, Subrecipients, Sponsors or subcontracts issued as a result of this Agreement. Sub-Grantee's failure to comply with any part of this provision is material and must be grounds for termination of this Agreement for cause by City of Fort Lauderdale.
- b. Indemnification: Nothing contained in this Agreement shall be construed as a waiver of the City of Fort Lauderdale's sovereign immunity or of any protections afforded the City of Fort Lauderdale under Section 768.28, Florida Statutes, or any other similar provision of law. Nothing contained herein shall be construed to be a consent by either party to be sued by third parties in any matter arising out of this Agreement or any other contract. The Sub-Grantee shall protect and defend at Sub-Grantee's expense, counsel being subject to the City of Fort Lauderdale's approval, and indemnify and hold harmless the City of Fort Lauderdale and the City of Fort Lauderdale's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Sub-Grantee or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Sub-Grantee. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the City of Fort Lauderdale's City Manager, any sums due Sub-Grantee under this Agreement may be retained by the City of Fort Lauderdale until all of the City of Fort Lauderdale'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 the City of Fort Lauderdale.
- c. Insurance: During the term of this Agreement and during any renewal or extension term of this Agreement, the Sub-Grantee, at the Sub-Grantee's sole expense, shall provide insurance of such types and with such terms and limits as set forth in Attachment C. Providing proof of and maintaining adequate insurance coverage are material obligations of the Sub-Grantee. The Sub-Grantee shall provide the City of Fort Lauderdale a certificate of insurance evidencing such coverage. The Sub-Grantee's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the Sub-Grantee shall not be interpreted as limiting the Sub-Grantee's liability and obligations under this Agreement. All insurance policies shall be from insurers authorized to write insurance policies in the State of Florida and that possess an A.M. Best rating of A-, VII or better. All insurance policies are subject to approval by the City of Fort Lauderdale's Risk Manager.

The coverages, limits, and endorsements required herein protect the interests of the City of Fort Lauderdale, and these coverages, limits, and endorsements may not be relied upon by the Sub-Grantee for assessing the extent or determining appropriate types and limits of coverage to

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

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

- d. Severability: If a court deems any provision of this Agreement void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.
- e. Entire Agreement: This Agreement, and all exhibits annexed hereto which are incorporated herein by reference, collectively represent the entire agreement of the parties and the same supersedes any and all previous agreements of any kind. Any alterations, variations, changes, modifications, or waivers of provisions of this Agreement shall be valid only if reduced to writing, duly signed by all of the parties hereto, and attached to the original of this Agreement.
- f. Lobbying: In accordance with Section 216.347, Fla. Stat., Sub-Grantee is hereby prohibited from using funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or a state agency. Further, in accordance with Section 11.062, Fla. Stat., no state funds, exclusive of salaries, travel expenses, and per diem, appropriated to, or otherwise available for use by, any executive, judicial, or quasi-judicial department shall be used by any state employee or other person for lobbying purposes.
- g. Files Subject to Florida's Public Records Law: Any file, report, record, document, paper, letter, or other material received, generated, maintained or sent by Sub-Grantee in connection with this agreement is subject to the provisions of Section 119.01-.15, Fla. Stat., as may be amended from time to time (Florida's Public Records Law). Sub-Grantee represents and acknowledges that it has read and understands Florida's Public Records Law and agrees to comply with Florida's Public Records Law.
- h. If Sub-Grantee has questions regarding the application of Chapter 119, Florida Statutes, to Sub-Grantee's duty to provide public records relating to this contract, contact Avis A. Wilkinson at 954.828.4513 or awilkinson@fortlauderdale.gov.

i. Personally Identifiable Information (PII); Security:

- i. If Sub-Grantee or any of its subcontractors may or will create, receive, store or transmit PII under the terms of this Agreement, Sub-Grantee must provide for the security of such PII, in a form acceptable to City of Fort Lauderdale, without limitation, non-disclosure, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections and audits. Sub-Grantee shall take full responsibility for the security of all data in its possession or in the possession of its subcontractors and shall hold City of Fort Lauderdale harmless for any damages or liabilities resulting from the unauthorized disclosure of loss thereof.
- ii. If Sub-Grantee or any of its subcontractors may or will create, receive, store or transmit PII under the terms of this Agreement, Sub-Grantee shall provide City of Fort Lauderdale with insurance information for stand-alone cyber liability coverage, including the limits available and retention levels. If Sub-Grantee does not carry stand-alone cyber liability coverage, Sub-Grantee agrees to indemnify costs related to notification, legal fees, judgments, settlements, forensic experts, public relations efforts, and loss of any business income related to this Agreement.
- iii. Sub-Grantee agrees to maintain written policies and procedures for PII and/or data classification. This plan must include disciplinary processes for employees that violate these guidelines.
- iv. Sub-Grantee agrees at all times to maintain reasonable network security that, at a minimum, includes a network firewall.
- v. Sub-Grantee agrees to protect and maintain the security of data with protection security measures that include maintaining secure environments that are patched and up to date with all appropriate security updates as designated by a relevant authority (e.g. Microsoft notifications, Common Vulnerabilities and Exposures (CVE) database, etc.) Sub-Grantee agrees that PII shall be appropriately destroyed based on the format stored upon the expiration of any applicable retention schedules.
- vi. Sub-Grantee agrees that any and all transmission or exchange of system application data with City of Fort Lauderdale and/or any other parties shall take place via secure Advanced Encryption Standards (AES), e.g. HTTPS, FTPS, SFTP or equivalent means. All data stored as a part of backup and recovery processes shall be encrypted, using AES.
- vii. If Sub-Grantee reasonably suspects that a cybersecurity event or breach of security has occurred, they must notify City of Fort Lauderdale Contract Administrator within 48 hours.
- viii. In the event the Sub-Grantee experiences a breach of security involving unauthorized access of the City of Fort Lauderdale's data in electronic form containing personal information, Sub-Grantee, as the City of Fort Lauderdale's third-party agent, as defined in Section 501.171, Florida Statutes (2019), shall comply with and perform all of the requirements set forth in Subsections 501.171(3) and (4), Florida Statutes (2019), as may be amended or revised. Additionally, Sub-Grantee must immediately notify City of Fort Lauderdale in writing of the breach and any actions taken in response to such a breach. As the information becomes available the statement must include, at a minimum, the date(s) and number of records affected by unauthorized access, distribution, use, modification or disclosure of PII; Sub-Grantee's corrective action plan; and the timelines associated with the corrective action plan.

j. Other Provisions:

- i. 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, and for any other legal proceeding shall be in the courts in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida.

- ii. No waiver by City of Fort Lauderdale of any right or remedy granted hereunder or failure to insist on strict performance by Sub-Grantee shall affect or extend or act as a waiver of any other right or remedy of City of Fort Lauderdale hereunder or affect the subsequent exercise of the same right or remedy by City of Fort Lauderdale for any further or subsequent default by Sub-Grantee. A waiver or release with reference to any one event shall not be construed as continuing or as constituting a course of dealing.
- iii. Any power of approval or disapproval granted to City of Fort Lauderdale under the terms of this Agreement shall survive the terms and life of this Agreement as a whole.
- iv. The Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

k. Public Records: **IF THE SUB-GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUB-GRANTEE'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**

Sub-Grantee shall comply with public records law, and Sub-Grantee shall:

- 1. Keep and maintain public records required by the City of Fort Lauderdale to perform the service.
- 2. Upon request from the City of Fort Lauderdale's custodian of public records, provide the City of Fort Lauderdale 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 (2019), 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 Sub-Grantee does not transfer the records to the City of Fort Lauderdale.
- 4. Upon completion of the contract, transfer, at no cost, to the City of Fort Lauderdale all public records in possession of the Sub-Grantee or keep and maintain public records required by the City of Fort Lauderdale to perform the service. If the Sub-Grantee transfers all public records to the City of Fort Lauderdale upon completion of the contract, the Sub-Grantee shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Sub-Grantee keeps and maintains public records upon completion of the contract, the Sub-Grantee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City of Fort

Lauderdale, upon request from the City of Fort Lauderdale's custodian of public records, in a format that is compatible with the information technology systems of the City of Fort Lauderdale.


IN WITNESS WHEREOF, the City of Fort Lauderdale and the Sub-Grantee execute this Amended and Restated Coronavirus Relief Fund (CRF) Sub-Grantee Agreement as follows:

ATTEST:



Jeffrey A. Modarelli, City Clerk

City of Fort Lauderdale

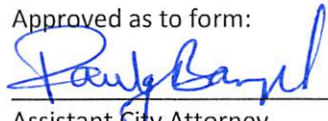
By: 

Dean J. Trantalis, Mayor

By: 

Christopher J. Lagerbloom, ICMA-CM
City Manager

Approved as to form:



Sr. Assistant City Attorney

WITNESSES:

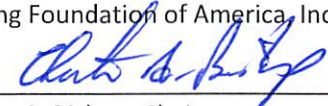


Print Name: Jeremy Modarelli



Print Name: Helen C. Capeland

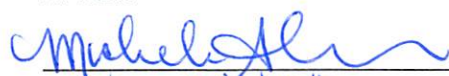
Housing Foundation of America, Inc.

By: 

Chester A. Bishop, Chairman

(Corporate Seal)

ATTEST:



Print Name: Michele Collier
Title: Director


STATE OF FLORIDA:

COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 12th day of November, 2020, by Chester A. Bishop as Chairman for Housing Foundation of America, Inc., a Florida not for profit corporation.

(SEAL)

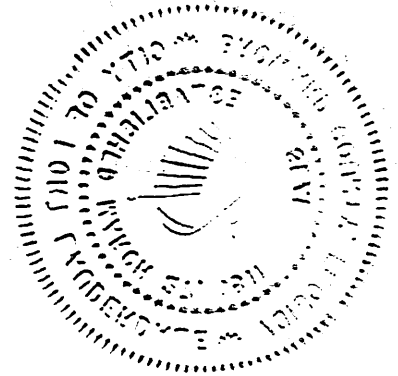




Notary Public, State of Florida
(Signature of Notary Public)

Patricia Green

(Print, Type, or Stamped Commissioned)



PAULINE GREEN
Commissioner
Bureau of Child Welfare
New York City
10003
200-639-1010

Name of Notary Public)

Personally Known ☒ OR Produced Identification ☐

Type of Identification Produced: _____



COMMISSION AGENDA ITEM
DOCUMENT ROUTING FORM

2L
11/24/2020

Today's Date: 11/21/2020

DOCUMENT TITLE: Amended and Restated Coronavirus Relief Fund (CRF) Sub-Grantee Agreement and COFL

COMM. MTG. DATE: 10/20/20 CAM #: 20-0818 ITEM #: M-1 CAM attached: ☒ YES ☐ NO

Routing Origin: CAO Router Name/Ext: Sonia X5598 Action Summary attached: ☒ YES ☐ NO

CIP FUNDED: ☐ 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.

1) Dept: HCD Router Name/Ext: 4513 # of originals routed: 1 Date to CAO: 11/2/2020

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: 11/23/20

Paul Bangel
Attorney's Name

YCB
Initials

3) City Clerk's Office: # of originals: 2 Routed to: Donna V./Aimee L./CMO Date: 11/23/2020

4) City Manager's Office: CMO LOG #: Nov 62 Document received from: _____

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: 11/24/20

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 ___ originals to: Avis Wilkinson HCD Ext. 4513

Attach ___ certified Reso # _____ ☐ YES ☐ NO

Original Route form to Sonia Sierra