

RESOLUTION NO. 2024-122

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COCONUT CREEK, FLORIDA, RATIFYING THE INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND THE CITY OF COCONUT CREEK PROVIDING FOR FUNDING AND ADMINISTRATION OF FISCAL YEARS 2020-2024 CARES ACT COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM (CDBG-CV) AND COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM (CDBG) (CFDA #14.218 / FAIN # B-20-MW-12-0054, B-21-UC-12-0001, B-22-UC-12-0001) FOR REIMBURSEMENT OF THE RECREATION COMPLEX HVAC REPLACEMENT PROJECT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City is designated as an entitlement community pursuant to 24 C.F.R Part 570.4, with a population in excess of 50,000, entitling the City to receive Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development (HUD) and implement its own CDBG programs; and

WHEREAS, on September 27, 2007, the City Commission of the City of Coconut Creek approved a motion to accept the City as an entitlement grantee of federal funds from HUD and the responsibilities associated with that status; and

WHEREAS, HUD encourages the establishment of joint local housing assistance programs, and authorizes local governments to enter into interlocal agreements (ILA) to establish and implement such programs; and

WHEREAS, the City of Coconut Creek and Broward County entered into an Urban County Cooperation Agreement on August 27, 2020, for Broward County to prepare, implement, and administer the City's allocations of CDBG Program funding; and

WHEREAS, the City of Coconut Creek and Broward County have entered into associated ILAs for Program Year-specific allocations, including CARES Act allocations for CDBG coronavirus response (CDBG-CV) funding; and

WHEREAS, the City of Coconut Creek entered into an agreement on April 13, 2023, with Master Mechanical Services, Inc., authorizing the utilization of CDBG funds for the Recreation Complex HVAC Replacement Project; and

WHEREAS, on July 22, 2024, the City Manager executed an ILA with Broward County for administration of the City's Program Year 2020-2024 CDBG-CV and CDBG funding for completion of the Recreation Complex HVAC Replacement Project, as the City was required to execute the ILA on or before July 31, 2024 necessary for reimbursement; and

WHEREAS, the City Commission finds and determines that the City Manager's execution of the ILA for the administration of the City's Program Year 2020-2024 CDBG-CV and CDBG funding for completion of the Recreation Complex HVAC Replacement Project to be in the best interest of the residents of the City of Coconut Creek and hereby ratifies the ILA.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF COCONUT CREEK, FLORIDA:

Section 1: That the foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this resolution.

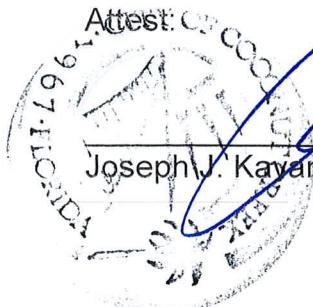
Section 2: That the City Commission has reviewed and hereby ratifies the attached agreement between Broward County and the City of Coconut Creek for the preparation, implementation, and administration by the County for the City's 2020-2024 CDBG-CV and CDBG funding for completion of the Recreation Complex HVAC Replacement Project.

Section 3: That if any clause, section, other part or application of this resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or in application, it shall not affect the validity of the remaining portion or applications of this resolution.

Section 4: That this resolution shall be in full force and effect immediately upon its adoption.

Adopted this 12th day of September, 2024.

Sandra L. Welch
Sandra L. Welch, Mayor

Attest: 
Joseph J. Kavanagh, City Clerk

Welch	<u>Aye</u>
Railey	<u>Aye</u>
Rydell	<u>Aye</u>
Brodie	<u>Aye</u>
Wasserman	<u>Aye</u>

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**AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF COCONUT CREEK
FOR FUNDING AND ADMINISTRATION OF FYS 2020-2024 CARES ACT
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM – (CDBG-CV) AND
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM – (CDBG)
(CFDA # 14.218 / FAIN # B-20-MW-12-0054, B-21-UC-12-0001, B-22-UC-12-0001)**

This Agreement ("Agreement") is made and entered by and between Broward County, a political subdivision of the State of Florida ("County"), and Coconut Creek, a municipal corporation of the State of Florida ("City") (each a "Party" and collectively referred to as the "Parties").

RECITALS

A. County is a recipient of Coronavirus Aid, Relief, and Economic Security Act ("CARES Act") Community Development Block Grant CDBG-CV and CDBG-CV3 funds and Community Development Block Grant ("CDBG") funds from the United States Department of Housing and Urban Development ("HUD"), and CARES Act Community Development Block Grant CDBG-CV2 funds from the State of Florida Department of Economic Development.

B. Pursuant to the CARES Act (Pub. L. 116-136), Community Development Block Grant coronavirus response ("CDBG-CV") funds were made available to prevent, prepare for, and respond to coronavirus. The CARES Act modified certain CDBG program requirements for CDBG-CV grants, including the elimination of the public services cap for coronavirus-related activities.

C. On June 14, 2022 (Agenda Item No. 24), the Broward County Board of County Commissioners ("Board") authorized CDBG-CV3 funding to City for replacement of the HVAC system/purification system in City's Park Community Center.

D. On April 18, 2023 (Agenda Item No. 23), the Board authorized CDBG funding to City for the HVAC system /purification system project in City's Recreation Complex.

E. On April 16, 2024 (Agenda Item No. 33), the Board authorized CDBG-CV1 funding to City for replacement of the HVAC system/purification system in City's Park Community Center.

F. Pursuant to 24 C.F.R. Part 570.302, the Project (as defined herein) was included in County's consolidated plan for community planning and development programs submitted to HUD in accordance with 24 C.F.R. Part 91.

G. The federal award information required by 2 C.F.R. Part 200.332(a) is set forth in Exhibit A to this Agreement.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. DEFINITIONS

1.1 **Applicable Law** means all applicable laws, codes, advisory circulars, rules, regulations, and ordinances of any federal, state, county, municipal, or other governmental entity, as may be amended.

1.2 **Board** means the Board of County Commissioners of Broward County, Florida.

1.3 **CDBG Funds** means the CDBG Program (as defined herein) funds provided to City under this Agreement, as set forth in Exhibit B to this Agreement.

1.4 **CDBG Program** means the Community Development Block Grant Program awarded by HUD to County, authorized pursuant to Title I of the Housing and Community Development Act of 1974, Public Law 93-383, amended, and codified at 42 U.S.C. 5301 et seq.

1.5 **CDBG-CV Funds** means funds provided through the CARES Act to support CDBG-CV Program provided to City under this Agreement.

1.6 **CDBG-CV Program** means the Community Development Block Grant Program Coronavirus Response Grants awarded by HUD to County, authorized pursuant to Title I of the Housing and Community Development Act of 1974, Public Law 93-383, amended, and codified at 42 U.S.C. 5301 et seq., and the CARES Act.

1.7 **C.F.R.** means the Code of Federal Regulations, the codification of rules and regulations published in the Federal Register by the executive departments and agencies of the federal government of the United States.

1.8 **Contract Administrator** means the Director of the Housing Finance Division, or such other person designated by same in writing.

1.9 **County Administrator** means the administrative head of County appointed by the Board.

1.10 **County Attorney** means the chief legal counsel for County appointed by the Board.

1.11 **Division** means the Housing Finance Division.

1.12 **Grant Funds** means, collectively, the CDBG Funds and the CDBG-CV Funds.

1.13 **HUD** means the United States Department of Housing and Urban Development.

1.14 **Monthly Progress Report (MPR)** means the report utilizing Exhibit D, attached hereto, or such other form as determined by County to be consistent with the beneficiary data required by HUD, describing how much progress County has made towards completion of the Project.

1.15 **Project** means the project provided and implemented by City, as described in Article 3 and Exhibit A to this Agreement.

1.16 **Rules and Regulations of HUD** means the rules and regulations of HUD, including but not limited to 24 C.F.R. Part 570, "Community Development Block Grant Regulations," 24 C.F.R. Part 91, "Consolidated Submissions for Community Planning and Development Programs," the applicable provisions under 2 C.F.R. Part 200, "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards," and any Executive Orders issued by the federal government or any final rule changes set forth in the Federal Register impacting the CDBG-CV Program and CDBG Program, including the "Notice of Program Rules, Waivers, and Alternative Requirements Under the CARES Act for Community Development Block Grant Program Coronavirus Response Grants, Fiscal Year 2019 and 2020 Community Development Block Grants, and for Other Formula Programs", published in the Federal Register, Vol. 85, No. 162, at Page 51457, as amended from time to time, and which are incorporated herein by reference.

1.17 **Subcontractor** means an entity or individual, regardless of tier and including subconsultants, providing services to City for all or any portion of the Project.

ARTICLE 2. EXHIBITS

The following exhibits are attached hereto and incorporated into this Agreement:

- Exhibit A** **Project Description**
- Exhibit B** **Budget**
- Exhibit C** **Project Timeline**
- Exhibit D** **Monthly Progress Report**
- Exhibit E** **Request for Payment**

ARTICLE 3. PROJECT

3.1 City shall replace the HVAC units at the Recreation Complex in City as outlined in Exhibit A attached hereto.

3.2 All activities funded with Grant Funds must consist of an eligible activity that is carried out to prevent, prepare for, or respond to the coronavirus and meet one of the CDBG-CV Program and CDBG Program's national objectives, as set forth in 24 C.F.R. Part 570.208: (1) Activities benefiting low- and moderate-income persons; (2)

Activities which aid in the prevention or elimination of slums or blight; or (3) Activities designed to meet community development needs having a particular urgency. City certifies that the Project meets the criteria for 24 C.F.R. Part 570.208(a)(1) area benefit activities, and covenants that the Project will at all times (i) meet one of the CDBG-CV Program and CDBG Program's national objectives under 24 C.F.R. Part 570.208 and (ii) be an eligible activity under 24 C.F.R. Parts 570.201 through 207.

3.3 City must comply with the Project Timeline set forth in Exhibit C. If City fails to meet any of the deadlines set forth in Exhibit C by forty-five (45) days or more, County may terminate this Agreement in accordance with Article 11 of this Agreement and/or may reallocate the remaining unexpended Grant Funds under this Agreement in accordance with Section 4.10 of this Agreement. Time is of the essence in performing the duties, obligations, and responsibilities required by this Agreement.

3.4 Monitoring and Reporting. County will carry out periodic monitoring and evaluation activities as determined necessary in County's discretion, and as required by Applicable Law. County has the right to conduct a full review of the Project at any time. County's evaluation of the Project will include, but not be limited to, compliance with the terms of this Agreement, and comparisons of planned versus actual progress relating to the Project's scheduling, budget, in-kind contributions, and output measures.

3.4.1 Upon County's request, City shall promptly furnish to County such records and information requested by County related to the Project.

3.4.2 City shall meet with County at reasonable times and with reasonable notice to discuss the Project.

3.4.3 City shall provide County with monthly progress reports in substantially the form provided in Exhibit D, attached hereto or such other form as may be provided to City by County, in County's discretion ("Monthly Progress Reports"). The Monthly Progress Reports for each month must be submitted to County no later than the tenth (10th) calendar day of the following month, provided that, if such date is a Saturday, Sunday, or holiday, the Monthly Progress Report may be submitted on the business day immediately following such Saturday, Sunday, or holiday.

3.4.4 In addition to the Monthly Progress Reports, City shall submit on a quarterly basis, and at other times upon the request of the Contract Administrator, information and status reports required by County or HUD on forms approved by the Contract Administrator.

3.4.5 The Parties shall cooperate in the preparation of any and all reports required under this Agreement. City shall furnish to County any information County requests for preparation of reports required by the CARES Act and the Rules and Regulations of HUD. Any changes to the Project as described in the

consolidated plan, and/or the annual action plan must be approved by County prior to implementation.

3.5 If the work, services, or activities fail to comply with the terms of this Agreement, or if, in County's judgment, City, or any Subcontractor, has violated federal guidelines and regulations, or the terms of this Agreement, County may issue a written stop order to City pursuant to which City must halt all work, services, or activities for the Project.

3.6 In the event City uses a Subcontractor to perform any design or construction activities for the Project, City shall comply with the following requirements:

- 3.6.1 City shall provide the Contract Administrator with a copy of all agreements and correspondence between City and the Subcontractor, and any correspondence related thereto, prior to the execution of any agreement between City and the Subcontractor.
- 3.6.2 City's contract for design professional services must include, at a minimum, any civil, structural, mechanical, and electrical engineering, and architectural services, as may be required and applicable for the Project, including all necessary, incidental, and related activities and services required by the Project's scope, and contemplated in the Subcontractor's scope of services. City's contracts for design professional services must require the Subcontractor to comply with the following requirements:
 - a. Schematic Design. The Subcontractor must prepare and submit for approval by City schematic design documents consisting of drawings and other documents illustrating the scale and relationship of Project components ("Schematic Design Documents"). City must provide the Contract Administrator with a copy of the approved Schematic Design Documents. Additionally, the Subcontractor shall submit to City a written statement of probable construction cost based on current area, volume, or other unit costs. The Subcontractor must comply with all Applicable Law and requirements of governmental authorities applicable to the Project.
 - b. Design Development. The Subcontractor shall prepare and submit for approval by City, design development documents consisting of drawings and other documents describing the size and character of the entire Project including, as applicable, architectural, structural, mechanical, electrical, material specifications, and such other essential elements as may be appropriate ("Design Development Documents"). City shall provide the Contract Administrator with a copy of the approved Design Development Documents.

The Subcontractor shall consider the availability of materials, equipment, and labor, construction sequencing and scheduling, economic analysis of construction and operations, user safety, maintenance requirements, and energy conservation.

The Design Development Documents must include, at a minimum, the following, if applicable:

1. Expansion of the architectural, structural, mechanical, and electrical Schematic Design Documents to establish the final scope, relationships, forms, size, and appearance of the Project through appropriate plans, sections, elevations, and typical construction details; three-dimensional sketches; basic materials and finishes; equipment and furniture layouts and space requirements; basic structural system and dimensions; energy conservation measures; outline specifications; basic selection of mechanical and electrical equipment and their capabilities;
2. Development scheduling services, including but not limited to reviewing and updating previously established schedules; and
3. Written statement of probable construction cost, including but not limited to updating and refining the schematic design phase statement of probable construction cost.

c. Contract Documents. The Subcontractor shall prepare from the approved Design Development Documents the working drawings and specifications, setting forth in detail the work to be done, materials, quality of work, finishes, and equipment required for the architectural, structural, mechanical, and electrical work, and the necessary bidding information (collectively referred to as the "Contract Documents"). The Subcontractor shall, in the preparation of the drawings and specifications for construction, take into account all prevailing codes and regulations governing construction in Broward County, and update and revise the probable construction costs, as necessary. The Contract Documents shall be sufficiently complete and include enough detail to allow issuance of a building permit and obtain responsive bids. City shall provide a copy of the final Contract Documents to the Contract Administrator promptly after the Contract Documents are fully executed.

3.6.3 City's contract for any construction activities shall include, but is not limited to, labor, materials, equipment, and other services necessary to perform all of the work described in the Contract Documents for the construction of the Project in accordance with all requirements and provisions of Applicable Law, including applicable building codes. The Project also includes all Project site preparations, including but not limited to preinspection, examination, tests and borings, and discovery of the site conditions and other similar activities.

3.6.4 All plan and specifications prepared or to be used for the Project shall be certified and approved by City and submitted to County for approval as to scope prior to advertisement or implementation, as applicable.

3.7 At the conclusion of each design phase provided for in Section 3.6.2, City shall provide the associated deliverable and shall submit an invoice for payment utilizing the form provided in Exhibit E.

3.8 City must furnish to County a schedule of construction activities indicating the dates for the commencement and completion of the various stages of construction ("Construction Schedule"). City shall comply with the Construction Schedule and shall update the Construction Schedule at least monthly, and when required based on the progress of the Project. City shall not make any changes or modifications to the Construction Schedule furnished to County without County's prior approval.

3.9 City shall submit written notification to County of all prebid and preconstruction meetings at least two (2) weeks before the actual date of the meetings. County shall have the right to review the final bid package for the Project.

3.10 All change orders related to the Contract Documents or the construction activities are subject to prior written approval from the Contract Administrator.

3.11 **(Check if applicable)** At the completion of the Project, "as-built" drawings must be submitted to the Contract Administrator prior to County's approval of the final reimbursement payment to City under this Agreement.

3.12 If City is unable to complete the Project because of delays resulting from untimely review by County or other governmental authorities having jurisdiction over the Project, and such delays are through no fault of City, County shall grant a reasonable extension of time for completion of the Project, provided that any amendment documenting such extension must not include any increase in total Grant Funds for the Project. It shall be City's responsibility to notify County promptly in writing whenever City is anticipating or experiencing a delay in approval by a governmental agency, and to furnish County with all facts, details, and related documentation in connection to the delay.

3.13 No extension of time shall be granted for delays resulting from normal weather conditions prevailing in the area as defined by the average of the last ten (10) years of weather data recorded in the Fort Lauderdale-Hollywood International Airport Weather Station.

3.14 City shall notify County at least forty-eight (48) hours in advance of the date that work on the Project will be initiated to allow for on-site inspections to be conducted by County.

3.15 City shall meet or exceed the standards described in Exhibit A, and all Applicable Law, and any other regulations imposed by any regulatory body or authority governing the design, permitting, construction, and approval of the Project.

ARTICLE 4. FUNDING AND METHOD OF PAYMENT AND PROVISIONS RELATING TO USE OF THE FUNDS

4.1 The maximum amount payable of Grant Funds to City under this Agreement shall be Five Hundred Twenty-Three Thousand and Three Hundred and Fifteen and 00/100 Dollars (\$523,315) to fund the HVAC replacement project in the City's Recreation Complex. This Agreement is subject to the availability of Grant Funds, as more specifically described in Articles 4 and 11. No County funds shall be payable under this Agreement.

4.2 If City is in compliance with the applicable Rules and Regulations of HUD, the CARES Act, and the terms of this Agreement, including the procedures for invoices and payments set forth in this article, County shall reimburse City for eligible Project expenses expended as set forth in Exhibit B, unless a suspension of payment as provided for in Section 4.9 of this Agreement has occurred. At no time shall County distribute Grant Funds to City if City is not in compliance with the terms of this Agreement or for any Project expenses sought to be reimbursed by City that are not eligible for reimbursement under the Rules and Regulations of HUD. If HUD reduces the CDBG-CV funding allocation for County's CDBG-CV Program or CDBG Program, County may reduce City's allocation proportionately or as it deems appropriate.

4.3 City shall invoice County monthly, if eligible Project expenditures, in accordance with Exhibit B, have been made, by furnishing to County a request for payment in the form provided in Exhibit E and any such pertinent documentation requested by County, together with the following supporting documentation:

4.3.1 Documentation of any costs associated with any City personnel providing services for the Project, if applicable;

- 4.3.2 An executed copy of each Subcontractor contract authorizing work, services, or activities to be performed for the Project, if applicable and not previously submitted to County;
- 4.3.3 Documentation of any leveraging, as may be described in Exhibit B, that has occurred during each month;
- 4.3.4 A certified copy of the purchase order or other City document authorizing the work, services, activities, or materials for which City is invoicing;
- 4.3.5 A copy of all Subcontractor invoices for the Project indicating the work, services, or activities rendered or materials purchased and the dates for same, certified by City's engineer, architect, or administrator or manager of the Project, as applicable;
- 4.3.6 A certification from City's administrator or administrator's authorized representative certifying that the work, services, activities, or materials being invoiced have been received or completed;
- 4.3.7 Upon submittal of the final invoice for reimbursement of eligible Project expenditures made during the term of this Agreement, a final and complete Monthly Progress Report, utilizing the form provided in Exhibit D or such other form as may be provided to City by County, in County's discretion; and
- 4.3.8 For reimbursement of any retainage paid by City, City must provide the following additional documentation:
 - (a) Evidence, satisfactory to County, of completion of all Project work and objectives;
 - (b) Copies of executed release forms from all Subcontractors;
 - (c) Final documentation, including applicable payroll documents, required under the Davis-Bacon Act (40 U.S.C. 276a-276a-7) and Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u, and the implementing regulations at 24 C.F.R. Part 75, as applicable);
 - (d) Copies of final certified plans and "as-built" drawings, if required under Section 3.11 of this Agreement;
 - (e) Copies of final permits for the Project and evidence that all permits for the Project have been closed;

- (f) Final request for payment, in the form provided in Exhibit E, requesting reimbursement of the released retainage amount; and
- (g) Any other documentation reasonably required by County in connection with reimbursement of the released retainage amount.

4.4 Following receipt of invoices and supporting documentation, as described in Section 4.4, County shall review the invoices and supporting documentation to determine whether the items invoiced have been received or completed and that the invoiced items are proper for payment. County may, in its discretion, deny a reimbursement payment to City if City fails to provide any of the documentation required by Section 4.3 above. Upon determination by County that the items invoiced have been received or completed, County shall make payment to City the amount County determines to be payable. Payment for travel costs or travel-related expenses permitted under Exhibit B to this Agreement, if any, shall be made in accordance with Section 112.061, Florida Statutes.

4.5 City shall disclose to County any and all third-party funding, whether public or private, for the Project. No Grant Funds shall be used to supplant existing third-party funding.

4.6 City shall not be entitled to reimbursement for any invoices received by County later than sixty (60) days after the expiration or earlier termination of this Agreement.

4.7 County shall pay City within thirty (30) calendar days after receipt of City's Request for Payment for reimbursement of eligible Project expenses in accordance with County's Prompt Payment Ordinance, Section 1-51.6, Broward County Code of Ordinances ("Code"). To be deemed proper, all invoices must comply with all applicable requirements, whether set forth in the Code or in this Agreement, including the requirements of Section 4.3. Payment may be withheld for failure of City to comply with any term, condition, or requirement of this Agreement or the Rules and Regulations of HUD.

4.8 City shall expend the Grant Funds allocated to the Project by the end of the term of this Agreement. All Grant Funds not expended within the term of this Agreement shall remain in the custody and control of County.

4.9 County may suspend payment under this Agreement for any of the following events:

- 4.9.1 Ineligible use of Grant Funds under this Agreement or the Rules and Regulations of HUD;
- 4.9.2 Failure to comply with the terms of this Agreement;
- 4.9.3 Failure to submit reports as required, including Monthly Progress Reports, beneficiary data, and a favorable audit report;
- 4.9.4 Submission of incorrect or incomplete reports in any material respect; and
- 4.9.5 Failure to comply with the indemnification obligations under this Agreement.

In the event County elects to suspend payment to City pursuant to this section, County shall specify the actions that must be taken by City as a condition precedent to resumption of payments, and specify a reasonable date by which City must take such actions. Suspension of payment shall not excuse City from continued delivery of service.

4.10 At the sole discretion of the Contract Administrator, unexpended Grant Funds not provided to or reimbursed to City under the terms of this Agreement, including, but not limited to funds unexpended due to a failure to meet the deadlines in accordance with Section 3.3 or failure to comply with any other terms of this Agreement, may be reallocated by County to other CDBG-CV Program and CDBG Program projects approved for funding by the Board.

4.11 Any Grant Funds paid to City in excess of the amount to which City is finally determined to be entitled to under this Agreement shall be repaid to County within thirty (30) calendar days after demand, and if not paid, County may make an administrative offset against other requests by City for reimbursements.

4.12 Notwithstanding any provision in this Agreement to the contrary, County shall not be required to reimburse City any Grant Funds under this Agreement if County is not able to obtain such funding from HUD for the payment of these costs, and County may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work which has not been remedied or resolved in a manner satisfactory to the Contract Administrator, or failure to comply with any term of this Agreement. The amount withheld shall not be subject to payment of interest by County.

4.13 Notwithstanding any provision in this Agreement to the contrary, in the event County is required to repay HUD any CDBG-CV Program and/or CDBG Program funding received from HUD for the Project, pursuant to any repayment requirements set forth in 24 C.F.R. Part 570, or any other applicable Rules and Regulations of HUD, or the CARES Act, City must repay County such Grant Funds in accordance with the repayment provisions set forth in Section 9.5 of this Agreement.

ARTICLE 5. INDEMNIFICATION

City shall indemnify and hold harmless County and its current, past, and future officers, and employees from liabilities, damages, losses, and costs, including but not limited to reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of City and persons employed or utilized by City in the performance of this Agreement, including but not limited to City's Subcontractors, consultants, sub-subconsultants, materialmen, or agents of any tier, or any of their respective employees. To the extent considered necessary by Contract Administrator and County Attorney, any sums due City under this Agreement may be retained by County until all of County'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 County. These indemnifications shall survive the expiration or earlier termination of this Agreement.

ARTICLE 6. INSURANCE

6.1 City is a governmental entity and is fully responsible for the acts and omissions of its agents or employees, subject to any applicable limitations of Section 768.28, Florida Statutes.

6.2 Upon request by County, City must provide County with written verification of liability protection that meets or exceeds any requirements of Florida law. If City holds any excess liability coverage, City must ensure that "Broward County" is listed and endorsed as an additional insured under such excess liability policy and provide evidence of same to County.

6.3 If City maintains broader coverage or higher limits than the minimum coverage required under Florida law, County shall be entitled to all such broader coverages and higher limits on a primary coverage and noncontributory basis. County's insurance requirements shall apply to City's self-insurance.

6.4 In the event City contracts with a Subcontractor to provide any of the services for the Project, City shall require that each Subcontractor maintain insurance coverage that adequately covers each Subcontractor's exposure based on the services provided by that Subcontractor. City shall ensure that all such Subcontractors comply with these requirements and that "Broward County" is named as an additional insured and certificate holder under the Subcontractor's applicable insurance policies. City shall not

permit any Subcontractor to provide services for the Project unless and until all applicable requirements of this article are satisfied. If requested by County, City shall furnish evidence of insurance of all such Subcontractors.

6.5 County reserves the right, but not the responsibility, at any time to review any and all insurance policies and to adjust the limits and types of coverage required under this article.

ARTICLE 7. REPRESENTATIONS AND WARRANTIES

7.1 In accordance with 31 U.S.C. 1352 and implementing regulations set forth in 24 C.F.R. Part 87, City certifies, to the best of its knowledge, that:

- 7.1.1 No Federal appropriated funds have been paid or will be paid, by or on behalf of City, to any person for influencing or attempting to influence an officer or employee of an City, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 7.1.2 If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, City shall complete and submit to County Standard Form-LLL, "Disclosure Form to Report Lobbying," set forth in Appendix B to 24 C.F.R. Part 87, in accordance with its instructions.
- 7.1.3 City shall require that the language of this section be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

7.2 Representation of Authority. City represents and warrants that this Agreement constitutes the legal, valid, binding, and enforceable obligation of City, and that neither the execution nor performance of this Agreement constitutes a breach of any agreement that City has with any third party, or violates Applicable Law. City further represents and warrants that execution of this Agreement is within City's legal powers, and each individual executing this Agreement on behalf of City is duly authorized by all necessary and appropriate action to do so on behalf of City and does so with full legal authority.

7.3 Truth-In-Negotiation Representation. City's compensation under this Agreement is based upon its representations to County, and City certifies that the wage rates, factual unit costs, and other information supplied to substantiate City's compensation, including without limitation those made by City during the negotiation of this Agreement, are accurate, complete, and current as of the date City executes this Agreement. City's compensation may be reduced by County, in its sole discretion, to correct any inaccurate, incomplete, or noncurrent information provided to County as the basis for City's compensation in this Agreement.

7.4 Public Entity Crime Act. City represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. City further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether City has been placed on the convicted vendor list.

7.5 Discriminatory Vendor and Scrutinized Companies Lists; Countries of Concern. City represents that it has not been placed on the "discriminatory vendor list" as provided in Section 287.134, Florida Statutes, and that it is not a "scrutinized company" pursuant to Sections 215.473 or 215.4725, Florida Statutes. City represents and certifies that it is not, and for the duration of the Term will not be, ineligible to contract with County on any of the grounds stated in Section 287.135, Florida Statutes. City represents that it is, and for the duration of the Term will remain, in compliance with Section 286.101, Florida Statutes.

7.6 Claims Against City. City represents and warrants that there is no action or proceeding, at law or in equity, before any court, mediator, arbitrator, governmental or other board or official, pending or, to the knowledge of City, threatened against or affecting City, the outcome of which may (a) affect the validity or enforceability of this Agreement, (b) materially and adversely affect the authority or ability of City to perform its obligations under this Agreement, or (c) have a material and adverse effect on the consolidated financial condition or results of operations of City or on the ability of City to conduct its business as presently conducted or as proposed or contemplated to be conducted.

7.7 Verification of Employment Eligibility. City represents that City and each Subcontractor have registered with and use the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. If City violates this section, County may immediately terminate this Agreement for cause and City shall be liable for all costs incurred by County due to the termination.

7.8 **Prohibited Telecommunications Equipment.** City represents and certifies that it and its Subcontractors do not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. City represents and certifies that City and its Subcontractors shall not provide or use such covered telecommunications equipment, system, or services during the term of this Agreement.

7.9 **Breach of Representations.** City acknowledges that County is materially relying on the representations, warranties, and certifications of City stated in this article, and County shall be entitled to exercise any or all of the following remedies if any such representation, warranty, or certification is untrue: (a) recovery of damages incurred; (b) termination of this Agreement without any further liability to City; (c) deduction from Grant Funds due to City under this Agreement the full amount of any damage incurred; and (d) recovery of all Grant Funds paid to City under this Agreement.

ARTICLE 8. GENERAL COMPLIANCE OBLIGATIONS

8.1 City shall comply with all Applicable Law and regulations relating to the use of Grant Funds, including, but not limited to, the general policies set forth in 24 C.F.R. Part 570.200 and all other Rules and Regulations of HUD, and the CARES Act. Any conflict or inconsistency between any federal, state, or County regulations and this Agreement shall be resolved in favor of the more restrictive regulations.

8.2 City shall comply with 24 C.F.R. 570.611 regarding conflicts of interest and shall establish safeguards to prohibit its employees or Subcontractors from using their positions for a purpose that is, or gives the appearance of being, motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other association. Any possible conflict of interest on the part of City, its officers, employees, or agents shall be disclosed in writing to County.

8.3 City shall use its own procurement procedures for the procurements of property and services with CDBG- CV Funds. City's procurement procedure shall comply with applicable federal, state, and local laws and regulations, including but not limited to 24 C.F.R. Parts 570.502 and 570.610, and the procurement standards set forth in 2 C.F.R. Part 200, Subpart D, including but not limited to 2 C.F.R. Part 200.321, and the CARES Act. All contracts with Subcontractors for the Project shall contain any and all applicable required contract provisions set forth in 2 C.F.R. Appendix II to Part 200. As applicable, City shall retain copies of all procurement contracts and documentation of compliance with the procurement requirements in 2 C.F.R. Part 200, Subpart D.

8.4 City shall not use Grant Funds to support or engage in any explicitly religious activities, including but not limited to worship, religious instruction, or proselytization, in compliance with 24 C.F.R. Part 570.200(j) and 24 C.F.R. Part 5.109.

8.5 City shall not use Grant Funds to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration, in compliance with 24 C.F.R. Part 570.207.

8.6 City shall not take actions designed to discourage affordable housing for sale or rent within the boundaries of County.

8.7 City shall comply with the requirements set forth in 24 C.F.R. Part 570, Subpart K, Other Program Requirements, and 24 C.F.R. Part 5, Subpart A, as applicable to the Project including but not limited to the following:

- 8.7.1 Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and implementing regulations at 24 C.F.R. Part 1, which prohibit discrimination of persons on the basis of race, color, or national origin, including but not limited to exclusion from participation in, being denied the benefits of, or being otherwise subjected to discrimination under any program or activity for which City receives federal financial assistance.
- 8.7.2 Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended by the Fair Housing Amendments Act of 1988 (42 U.S.C. 3601 et seq.), and implementing regulations at 24 C.F.R. Part 100 et seq., which prohibit discrimination of persons on the basis of race, color, religion, sex, disability, familial status, or national origin in housing practices, and which require that no action be taken that is materially inconsistent with the obligation to affirmatively further fair housing.
- 8.7.3 Executive Order 11063, as amended by Executive Order 12259 (Equal Opportunity in Housing Programs) and implementing regulations at 24 C.F.R. Part 107.
- 8.7.4 Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et seq.), and the implementing regulations at 24 C.F.R. Part 146, which prohibit discrimination of persons on the basis of age under any program or activity for which City receives federal financial assistance.
- 8.7.5 Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and the implementing regulations at 24 C.F.R. Part 8, which prohibit discrimination of qualified individuals with disabilities in participating in, or receiving

benefits and services under any program or activity for which City receives financial federal assistance.

- 8.7.6 Architectural Barriers Act of 1968 (42 U.S.C. 4151 et seq.), which requires certain federally funded buildings and other facilities to be designed, constructed, or altered in accordance with standards that ensure accessibility to, and use by, physically handicapped persons.
- 8.7.7 Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability in services, programs, and activities provided by state and local government entities.
- 8.7.8 Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u, and the implementing regulations at 24 C.F.R. Part 75, as applicable), which provides for training, employment, contracting, and other economic opportunities for low- and very low-income persons.
- 8.7.9 The disclosure requirements and prohibitions set forth in 31 U.S.C. 1352 and implementing regulations set forth in 24 C.F.R. Part 87; and the requirements for funding competitions established by the Department of Housing and Urban Development Reform Act of 1989 (42 U.S.C. 3531 et seq.).
- 8.7.10 The prohibitions set forth in 2 C.F.R. Part 2424 relating to the use of debarred, suspended, or ineligible contractors and participants.
- 8.7.11 The Drug-Free Workplace Act of 1988 (41 U.S.C. 701 et seq.) and the implementing regulations set forth in 2 C.F.R. Part 2429.
- 8.7.12 The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), and the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856) and the implementing regulations set forth in 24 C.F.R. Part 35, if applicable.

Notwithstanding the above, in compliance with 24 C.F.R. Part 570.503(b)(5), City does not assume County's environmental responsibilities described in 24 C.F.R. Part 570.604, nor County's responsibility for initiating the review process under the provisions of 24 C.F.R. Part 52.

8.8 City shall comply with recordkeeping and reporting requirements in this Agreement and Applicable Law, including those set forth in 24 C.F.R. Part 570 (including 24 C.F.R. Part 570.502, 24 C.F.R. Part 570.506, and 24 C.F.R. Part 570.507), 2 C.F.R. Part 200, 24 C.F.R. Part 5.168, as applicable, 24 C.F.R. 91.520

(including 24 C.F.R. 91.520(d)), and the reporting requirements under the Federal Funding Accountability and Transparency Act of 2006 (31 U.S.C. 6101, which are set forth in appendix A to 2 C.F.R. Part 170), as applicable and as may be altered by the CARES Act.

8.9 In addition to the reversion of assets requirements set forth in Section 9.7, property, equipment, and supplies acquired with Grant Funds provided under this Agreement, and no longer needed for the originally authorized purpose, shall be disposed of in the manner authorized by the Contract Administrator after City has requested disposition instructions.

8.10 City shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection City regulations (40 C.F.R. Part 32) if Grant Funds expended under this Agreement exceed One Hundred Thousand Dollars (\$100,000).

8.11 City shall comply with the mandatory standards and policies relating to energy efficiency set forth in the State of Florida's energy conservation plan issued in compliance with the Energy Policy and Conservation Act of 1975 (Public Law 94-163, 89 Statute 871).

8.12 In addition to the audit rights, and retention of records requirements set forth in Section 12.4, City shall provide County, HUD, and the Comptroller General of the United States, through any of their duly authorized representatives, access to any books, documents, papers, and records of City, or Subcontractors, which are directly pertinent to this Agreement for the purpose of making audits, examination, excerpts, and transcriptions. The rights of access granted under this section shall not be limited to the required retention of records period set forth in Section 12.4, and shall remain in effect for as long as the records are retained.

8.13 If applicable, City shall comply, and ensure that all Subcontractors comply, with the Section 3 requirements set forth in 24 C.F.R. Part 75, including the requirements of 24 C.F.R. Part 75.19, and shall include language applying such Section 3 requirements in any contracts or agreements for the Project.

8.14 City shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented in the United States Department of Labor regulations at 29 C.F.R. Part 3.

8.15 In addition to the equal employment opportunity requirements set forth in Section 12.2, City shall comply with, as applicable, Executive Order 11246, "Equal Employment Opportunity," as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as

supplemented by regulations at 41 C.F.R. Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

8.16 If there is any construction, alteration or repair work over Two Thousand Dollars (\$2,000) financed in whole, or in part, with Grant Funds under this Agreement, City shall, if applicable, comply with the Davis-Bacon Act (40 U.S.C. 276a-276a-7), as supplemented by the United States Department of Labor regulations (24 CFR Part 5), which requires all laborers and mechanics working on the Project be paid not less than prevailing wage rates as determined by the Secretary of Labor. County shall determine the applicability of the Davis-Bacon Act to the Project under this Agreement.

ARTICLE 9 - FINANCIAL RESPONSIBILITY

9.1 City shall comply with the requirements, standards, and the applicable provisions set forth in 2 C.F.R. Part 200, "Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards" and 24 C.F.R. Part 570.502. In accordance with 2 C.F.R. Part 200.101(b)(2), with the exception of the requirements set forth in 2 C.F.R. Part 200, Subpart F, Audit Requirements, if any of the provisions of federal statutes or regulations relating specifically to the CDBG Program differ from the provisions set forth in 2 C.F.R. Part 200, the provision of the federal statutes or regulations specific to the CDBG Program shall govern.

9.2 City shall comply with the audit requirements set forth in 2 C.F.R. Part 200, Subpart F, "Audit Requirements," and Chapter 10.550, Rules of the Auditor General, State of Florida, as applicable. The audit required under 2 C.F.R. Part 200 must be filed with County within one hundred twenty (120) days after the close of the fiscal year of City. All Grant Funds provided by County should be shown via explicit disclosure in the annual financial statements or the accompanying notes to the financial statements.

9.3 City shall use Grant Funds only for eligible Project activities as specified in Exhibit A and in accordance with the Project budget set forth in Exhibit B.

9.4 In addition to County's right to terminate this Agreement in accordance with Article 11, City shall be required to repay to County, in County's sole discretion, any Grant Funds determined by County or HUD to be ineligible for reimbursement under the terms of this Agreement, including but not limited to in the following events:

9.4.1 Use of any Grant Funds for ineligible Project expenses or activities, including any overpayments by County.

9.4.2 Any Grant Funds expended by City, or any of its Subcontractors, in violation of this Agreement.

9.4.3 Failure to complete the Project in a manner that complies with the national objectives described in this Agreement.

9.4.4 Any Grant Funds expended under this Agreement and required to be repaid to HUD.

If City is required to repay County any Grant Funds pursuant to this section, City shall repay such funds from nonfederal resources within thirty (30) days after the notice provided by County, and if not paid, County may, in its sole discretion, elect to withhold payment on any subsequent request for payment by City, or reduce City's obligation to repay County by making an administrative offset against any request for payment. County, in its sole discretion, may reallocate any funds City repays to County pursuant to the terms of this Agreement to other eligible CDBG-CV and/or CDBG Program projects. This provision shall survive the expiration or earlier termination of this Agreement.

9.5 If applicable, City shall account for "Program Income," as defined in 24 C.F.R. Part 570.500(a), in accordance with the provisions under 24 C.F.R. Part 570.504. Any Program Income received by City after the Effective Date (as defined in Article 10) that was generated under this Agreement or any prior fiscal year CDBG-CV and/or CDBG Program funding agreement with County shall be returned to County if required in accordance with 24 C.F.R. Part 570.503(b), 24 C.F.R. Part 570.504, relating to Program Income under the CDBG-CV Program and/or CDBG Program, and the CARES Act, as applicable. Unless otherwise provided in any Rules and Regulations of HUD, City shall return to County any such Program Income by September 30th of the fiscal year in which the Program Income was received.

9.6 Real Property; Reversion of Assets. City shall comply with the requirements under 24 C.F.R. Parts 570.503 and 570.505, as applicable, including but not limited to the following:

9.6.1 Upon the expiration or earlier termination of this Agreement, City shall transfer to County any Grant Funds on hand and any accounts receivable attributable to the use of Grant Funds under this Agreement.

9.6.2 Real property under City's control that was acquired or improved, in whole or in part, with Grant Funds in excess of Twenty-five Thousand Dollars (\$25,000) shall be used to meet one of the CDBG-CV Program and CDBG Program national objectives set forth in 24 C.F.R. Part 570.208 during the term of this Agreement and for a period ending five (5) years after the expiration or earlier termination of this Agreement, or for such longer period of time as determined to be appropriate by County. If City fails to use CDBG-CV/CDBG Program-assisted real property in a manner that

meets a CDBG national objective for the prescribed period of time, City shall pay County an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non CDBG-CV/CDBG Program funds for acquisition of, or improvement to, the property. Such payment shall constitute Program Income to County.

9.7 Disposition of Equipment. City shall comply with requirements for use and disposition of equipment acquired in whole, or in part, with Grant Funds under this Agreement in accordance with 2 C.F.R. Part 200.313; except that, pursuant to 24 C.F.R. Part 570.502(a)(8), if equipment is sold, the proceeds shall be Program Income.

ARTICLE 10. TERM OF AGREEMENT

This Agreement begins on the date it is fully executed by the Parties ("Effective Date") and continues through July 31, 2024 ("Term"), unless otherwise terminated earlier or extended as provided in this Agreement. If the Contract Administrator approves an extension to the term of this Agreement, the Parties shall enter into an amendment as provided in Section 12.17.

ARTICLE 11. TERMINATION

11.1 This Agreement is subject to the availability of CDBG-CV Program and CDBG Program funding from HUD and through the CARES Act. If HUD terminates, suspends, discontinues, or substantially reduces the Grant Funds available for the Project activity under this Agreement, as determined in County's sole discretion, County may terminate this Agreement upon City's receipt from County of no less than twenty-four (24) hours' notice. County shall be the final authority as to the availability of Grant Funds.

11.2 Termination for Cause.

11.2.1 This Agreement may be terminated for cause by County, at the discretion and through the County Administrator, if City fails to comply with any terms of this Agreement and has not corrected the breach within five (5) days after receipt of written notice from County identifying the breach. Any notice of termination provided by County pursuant to this section shall also provide City with an opportunity to appeal the action, and a copy of the appeal process shall be attached to the notice. City may file an appeal within five (5) days after receipt of County's notice of termination.

11.2.2 This Agreement may be terminated for cause by County for reasons including, but not limited to, any of the following: (i) City's failure to meet any of the project deadlines set forth in Exhibit C, within forty-five (45) days after the applicable deadline; (ii) City's repeated submission (whether

negligent or intentional) for payment of false or incorrect bills or invoices; (iii) City's failure to comply with Applicable Law, including the Rules and Regulations of HUD; (iv) City's failure to repay County as provided for in Section 9.4; (v) City's failure to comply with the monitoring and reporting requirements of this Agreement, including the requirements of Section 3.4; (vi) City's material breach of the representations and warranties set forth in Article 7; (vii) City's contracting with a Subcontractor to provide any Project services under this Agreement who has been debarred, suspended, or is otherwise excluded from, or ineligible for participation in, any federal assistance program subject to 2 C.F.R. Part 2424; (viii) if a Subcontractor is a "scrutinized company" pursuant to Section 215.473, Florida Statutes or is placed on a "discriminatory vendor list" pursuant to Section 287.134, Florida Statutes, or upon the occurrence of any of the grounds set forth in Section 287.135, Florida Statutes.

11.2.3 If this Agreement is terminated by County for cause, City shall repay to County any CDBG/CDBG-CV Funds determined by County to be due in accordance with Section 9.5. County may, in its sole discretion, reduce City's obligation to repay County by making an administrative offset against any requests by City for payment up to the effective date of termination as provided in Section 11.4.

If County erroneously, improperly, or unjustifiably terminates this Agreement for cause, such termination shall be deemed a termination for convenience pursuant to section 11.3 effective thirty (30) days after such notice was provided.

11.3 Termination for Convenience; Other Termination. This Agreement may also be terminated for convenience by the Board with at least thirty (30) days advance written notice to City. City acknowledges that it has received good, valuable and sufficient consideration for County's right to terminate this Agreement for convenience including in the form of County's obligation to provide advance written notice to City of such termination in accordance with this section. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances if the County Administrator determines that termination is necessary to protect the public health, safety, or welfare.

11.4 If this Agreement is terminated for any reason, County may, in County's sole discretion, reimburse City upon receipt of a Request for Payment, utilizing the form provided in Exhibit E, for documented and committed eligible Project expenses, in accordance with the terms of this Agreement and Exhibit B, incurred by City prior to the date either party provides written notice of termination to the other party. For purposes of this Agreement, a documented and committed eligible Project expense means any verifiable committed expense, including but not limited to a purchase order for payment of materials and supplies, executed by City or Subcontractor on City's behalf, for Project

activities under this Agreement. Notwithstanding the above, City shall not expend, or commit to expend, any funds for eligible Project expenses under this Agreement after either party provides written notice of termination to the other party. Any payment by County pursuant to this section is subject to the repayment provisions in Section 9.5, and County shall not be required to reimburse City for any or all of the Grant Funds requested by City where County has determined that City failed to complete the Project in a manner complying with this Agreement or the Rules and Regulations of HUD.

11.5 Notice of suspension or termination of this Agreement shall be provided in accordance with the "Notices" section of this Agreement except that notice of termination by the County Administrator to protect the public health, safety, or welfare may be oral notice that shall be promptly confirmed in writing.

11.6 If this Agreement is terminated for any reason, any amounts due City shall be withheld by County until all Documents and Work are provided to County pursuant to Section 12.1.

11.7. In addition to any termination rights stated in this Agreement, County shall be entitled to seek any and all available contractual or other remedies available at law or in equity, including recovery of costs incurred by County due to City's failure to comply with any term(s) of this Agreement.

ARTICLE 12 - MISCELLANEOUS

12.1 Rights in Documents and Works. Any and all reports, photographs, surveys, documents, materials, data or other work created by City in connection with this Agreement, whether finished or unfinished ("Documents and Work"), shall be owned by County, and City hereby transfers to County all right, title, and interest, including any copyright or other intellectual property rights in or to the Documents and Work. Upon expiration or termination of this Agreement, the Documents and Work shall become the property of County and shall be delivered by City to the Contract Administrator within seven (7) days after expiration or termination. Any compensation due to City may be withheld until all Documents and Work are received as provided in this Agreement. City shall ensure that the requirements of this section are included in all agreements with all Subcontractor(s).

12.2 Equal Employment Opportunity. City and Subcontractors shall not discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement. City shall include the foregoing or similar language in its contracts with all Subcontractors, except that any project assisted by the U.S. Department of Transportation funds shall comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26.

12.3 Public Records. Notwithstanding any other provision in this Agreement, any action taken by County in compliance with, or in a good faith attempt to comply with, the requirements of Chapter 119, Florida Statutes, shall not constitute a breach of this Agreement. If City is acting on behalf of County as stated in Section 119.0701, Florida Statutes, City shall:

12.3.1 Keep and maintain public records required by County to perform the services under this Agreement;

12.3.2 Upon request from County, provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by Applicable Law;

12.3.3 Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by Applicable Law for the duration of this Agreement and after completion or termination of this Agreement if the records are not transferred to County; and

12.3.4 Upon expiration or termination of this Agreement, transfer to County, at no cost, all public records in possession of City or keep and maintain public records required by County to perform the services for the Project. If City transfers the records to County, City shall destroy any duplicate public records that are exempt or confidential and exempt. If City keeps and maintains the public records, City shall meet all requirements of Applicable Law for retaining public records. All records stored electronically must be provided to County upon request in a format that is compatible with the information technology systems of County.

If City receives a request for public records regarding this Agreement or the services performed under this Agreement, City must immediately notify the Contract Administrator in writing and provide all requested records to County to enable County to timely respond to the public records request. County will respond to all such public records requests.

City must separately submit and conspicuously label as "RESTRICTED MATERIAL – DO NOT PRODUCE" any material (a) that City contends constitutes or contains its trade secrets under Chapter 688, Florida Statutes, or (b) for which City asserts a right to withhold from public disclosure as confidential or otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) (collectively, "Restricted Material"). In addition, City must, simultaneous with the submission of any Restricted Material, provide a sworn declaration or affidavit in a form acceptable to County from a person with personal knowledge attesting that the Restricted Material constitutes trade secrets or is otherwise exempt or confidential under Florida public records laws, including citing the applicable Florida statute and specifying the factual basis for each such claim. Upon request by County, City must promptly identify the

specific applicable statutory section that protects any particular document. If a third party submits a request to County for records designated by City as Restricted Material, County shall refrain from disclosing such material unless otherwise ordered by a court of competent jurisdiction, authorized in writing by City, or the claimed exemption is waived. Any failure by City to strictly comply with the requirements of this section shall constitute City's waiver of County's obligation to treat the records as Restricted Material. City must indemnify and defend County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to nondisclosure of Restricted Material in response to a third-party request.

IF CITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CITY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 357-4910, IDIAZ@BROWARD.ORG, 110 N.E. 3RD STREET, FORT LAUDERDALE, FLORIDA 33301.

12.4 Audit Rights and Retention of Records. County shall have the right to audit the books, records, and accounts of City and all Subcontractors that are related to this Agreement. City and all Subcontractors shall keep such books, records, and accounts as may be necessary to record complete and correct entries related to this Agreement and performance under this Agreement. All such books, records, and accounts shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and, upon request to do so, City and all Subcontractors shall make same available in written form at no cost to County. City shall provide County with reasonable access to City's facilities, and County shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Agreement.

City and all Subcontractors shall preserve and make available, at reasonable times within Broward County, Florida for examination and audit, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for at least four (4) years after expiration or termination of this Agreement, or until resolution of any audit findings, whichever is longer. This article shall survive any dispute or litigation between the Parties, and City expressly acknowledges and agrees to be bound by this article throughout the course of any dispute or litigation with County. City must comply with the records retention requirements set forth in 24 C.F.R. Part 570.502(a)(7)(i). Any audit or inspection pursuant to this section may be performed by any County representative (including any outside representative engaged by County). City hereby grants County the right to conduct such audit or review at City's place of business, if deemed appropriate by County, with seventy-two (72) hours' advance

notice. City shall make all such records and documents available electronically in common file formats or via remote access if, and to the extent, requested by County.

Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for County's disallowance and recovery of any payment upon such entry. If an audit or inspection reveals overpricing or overcharges to County of any nature by City in excess of five percent (5%) of the total contract billings reviewed by County, City shall make adjustments for the overcharges and pay the reasonable cost of County's audit. Any adjustments or payments due as a result of such audit or inspection shall be made within thirty (30) days after presentation of County's findings to City.

City shall ensure that the requirements of this section are included in all agreements with all Subcontractor(s).

12.5 Sovereign Immunity. Except to the extent sovereign immunity may be deemed to be waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by County nor shall anything included herein be construed as consent by County to be sued by third parties in any matter arising out of this Agreement.

12.6 Independent Contractor. City is an independent contractor of County and nothing in this Agreement shall constitute or create a partnership, joint venture, or any other relationship between the Parties. In providing the Project, neither City nor its agents shall act as officers, employees, or agents of County. City shall not have the right to bind County to any obligation not expressly undertaken by County under this Agreement.

12.7 Third Party Beneficiaries. Neither City nor County intends to primarily or directly benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

12.8 Notice and Payment Address. Unless otherwise stated herein, for notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). Payments shall be made to the noticed address for City. Addresses may be changed by the applicable Party giving notice of such change in accordance with this section.

FOR COUNTY:

Broward County Housing Finance Division
Attn: Ralph Stone, Director
110 N.E. 3rd Street, Third Floor
Fort Lauderdale, Florida 33301
Email address: rstone@broward.org

FOR CITY:

Scott Stoudenmire
Deputy City Manager
City of Coconut Creek
4800 W. Copans Road
Coconut Creek, Florida 33063
Email address: SStoudenmire@coconutcreek.net

12.9 **Assignment.** All Subcontractors must be expressly identified in this Agreement or otherwise approved in advance and in writing by County's Contract Administrator. Except for approved subcontracting, neither this Agreement nor any right or interest in it may be assigned, transferred, subcontracted, or encumbered by City without the prior written consent of County. Any assignment, transfer, encumbrance, or subcontract in violation of this section shall be void and ineffective, constitute a breach of this Agreement, and permit County to immediately terminate this Agreement, in addition to any other remedies available to County at law or in equity. County reserves the right to condition its approval of any assignment, transfer, encumbrance, or subcontract upon further due diligence and an additional fee paid to County to reasonably compensate it for the performance of any such due diligence.

12.10 **Materiality and Waiver of Breach.** Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term. County's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party granting the waiver.

12.11 **Compliance with Laws.** City and the Project must comply with all Applicable Law, including, without limitation, the CARES Act inclusive of any waivers and alternatives to the CDBG-CV Program and CDBG Program as provided thereunder, the Rules and Regulations of HUD and any related federal, state, or local laws, rules, and regulations, the Americans with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and the requirements of any applicable grant agreements.

12.12 Severability. If any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

12.13 Joint Preparation. This Agreement has been jointly prepared by the Parties and shall not be construed more strictly against either Party.

12.14 Interpretation. The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include any other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all subsections thereof, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to "days" means calendar days, unless otherwise expressly stated. Any reference to approval by County shall require approval in writing, unless otherwise expressly stated.

12.15 Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision within an article or section of this Agreement, the article or section shall prevail and be given effect. If there is a conflict between any provisions set forth in this Agreement and a more stringent state or federal provision which is applicable to this Agreement, the Grant Funds, or the Project, the more stringent state or federal provision shall prevail.

12.16 Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or the United States Bankruptcy Court for the Southern District of Florida. **EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

12.17 Amendments. Unless expressly authorized herein, no modification, amendment, or alteration of any portion of this Agreement is effective unless contained in a written document executed with the same or similar formality as this Agreement and executed by duly authorized representatives of County and City. The Parties may amend this Agreement to conform to changes in federal, state, or local laws, regulations, directives, and objectives. The County Administrator shall be authorized to execute amendments

that extend the term of the Agreement, or that change the Project, so long as the Project consists of eligible activities under 24 C.F.R. Part 570 and the CARES Act, as applicable. The Contract Administrator is hereby authorized to approve, in writing, line item budget changes to the information set forth in Exhibit B during the term of this Agreement, and for sixty (60) days after expiration or earlier termination of this Agreement, in order to reconcile City's expenditures of Grant Funds, provided such changes do not result in an increase in the total amount of the Grant Funds. The written document from the Contract Administrator approving such changes shall be deemed incorporated into this Agreement.

12.18 Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and discussions regarding same. All commitments, agreements, and understandings of the Parties concerning the subject matter of this Agreement are contained herein.

12.19 Payable Interest.

12.19.1 Payment of Interest. Unless prohibited by Applicable Law, County shall not be liable for interest to City for any reason, whether as prejudgment interest or for any other purpose, and City waives, rejects, disclaims, and surrenders any and all entitlement to interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement.

12.19.2 Rate of Interest. If the preceding subsection is inapplicable or is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by County under this Agreement, whether as prejudgment interest or for any other purpose, shall be, to the full extent permissible under Applicable Law, one quarter of one percent (0.25%) simple interest (uncompounded).

12.20 Survival. County's right to monitor, evaluate, enforce, audit, and review, any obligations by City to indemnify and insure, any representations and warranties of City, and items of financial responsibility shall survive the expiration or earlier termination of this Agreement. Any provision of this Agreement that contains a restriction or requirement which extends beyond the date of termination or expiration set forth herein shall survive expiration or earlier termination of this Agreement and be enforceable.

12.21 Further Assurance. The Parties shall execute, acknowledge, deliver, and cause to be done, executed, acknowledged, and delivered all such further documents and perform such acts as shall reasonably be requested of them to carry out this Agreement and give effect hereto, and as may be required to comply with the Rules and Regulations of HUD or any other applicable federal, state, or local laws, regulations,

directives, and objectives. Accordingly, without in any manner limiting the specific rights and obligations set forth in this Agreement, the Parties intend to cooperate with each other in effecting the terms of this Agreement.

12.22 Force Majeure. If the performance of this Agreement, or any obligation hereunder is prevented by reason of hurricane, earthquake, or other casualty caused by nature, or by labor strike, war, or by a law, order, proclamation, regulation, or ordinance of any governmental City, the party so affected, upon giving prompt notice to the other Party, shall be excused from such performance to the extent of such prevention, provided that the Party so affected shall first have taken reasonable steps to avoid and remove such cause of non-performance and shall continue to take reasonable steps to avoid and remove such cause, and shall promptly notify the other Party in writing and resume performance hereunder whenever such causes are removed; provided, however, that if such non-performance exceeds sixty (60) days, the Party that is not prevented from performance by the force majeure event shall have the right to terminate this Agreement upon written notice to the Party so affected. This section shall not supersede or prevent the exercise of any right the Parties may otherwise have to terminate this Agreement.

12.23 Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated in this Agreement by reference. The attached Exhibits are incorporated into and made a part of this Agreement.

12.24 Multiple Originals and Counterparts. This Agreement may be executed in multiple originals or in counterparts, whether signed physically or electronically; each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same agreement.

12.25 Use of County Name or Logo. City shall not use County's name or logo in marketing or publicity materials without prior written consent from the Contract Administrator.

12.26 Drug-Free Workplace. If required under Section 21.23(f), Broward County Administrative Code, or Section 287.087, Florida Statutes, City certifies that it has and will maintain a drug-free workplace program throughout the Term.

12.27 Conflicts. Neither City nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with City's loyal and conscientious exercise of judgment and care related to its performance under this Agreement. During the term of this Agreement, none of City's officers or employees shall serve as an expert witness against County in any legal or administrative proceeding in which they or City is not a party, unless compelled by legal process. Further, such persons shall not give sworn testimony or issue a report or writing as an expression of such person's expert opinion that is adverse or prejudicial to the interests of County in connection with any such

pending or threatened legal or administrative proceeding unless compelled by legal process. The limitations of this section shall not preclude City or any persons in any way from representing themselves, including giving expert testimony in support of such representation, in any action or in any administrative or legal proceeding. If City is permitted pursuant to this Agreement to utilize Subcontractors to perform any Services required by this Agreement and funded with Grant Funds under this Agreement, City shall require such Subcontractors, by written contract, to comply with the provisions of this section to the same extent as City.

12.28 Entities of Foreign Concern. The provisions of this section apply only if this Agreement provides access to an individual's personal identifying information. By execution of this Agreement, the undersigned authorized representative of City hereby attests under penalty of perjury as follows: City is not owned by the government of a foreign country of concern, is not organized under the laws of nor has its principal place of business in a foreign country of concern, and the government of a foreign country of concern does not have a controlling interest in City; and the undersigned authorized representative of City declares that they have read the foregoing statement and that the facts stated in it are true. Terms used in this section that are not otherwise defined in this Agreement shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: Broward County, through its Board of County Commissioners, signing by and through its County Administrator, authorized to execute same by Board action on the 14th day of June 2022 (Agenda Item No. 24), 18th day of April 2023 (Agenda Item No. 23), and 16th day of April 2024 (Agenda Item No. 33), and City of Coconut Creek, signing by and through its Mayor or Vice-Mayor, duly authorized to execute same.

COUNTY

BROWARD COUNTY, by and through
its County Administrator

By: Monica Cepero

29th day of July, 2024

Approved as to form by
Andrew J. Meyers
Broward County Attorney
115 South Andrews Avenue, Suite 423
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600

By: Karina D. Rodrigues Digitally signed by Karina D. Rodrigues
Date: 2024.07.29 10:02:51 -04'00'
Karina D. Rodrigues (Date)
Assistant County Attorney

By: Annika E. Ashton Digitally signed by Annika E. Ashton
Date: 2024.07.29 10:06:26 -04'00'
Annika E. Ashton (Date)
Deputy County Attorney



KDR/sr
CDBG-CV Coconut Creek HVAC
7/16/2024

AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF COCONUT CREEK
FOR FUNDING AND ADMINISTRATION OF FYS 2020-2024 CARES ACT
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM - (CDBG-CV) AND
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM - (CDBG)
(CFDA # 14.218 / FAIN # B-20-MW-12-0054, B-21-UC-12-0001, B-22-UC-12-0001)

CITY

CITY OF COCONUT CREEK

ATTEST:

DEPUTY Mareame E. Brown

CITY CLERK

By: Scott Staudenmire
CITY MANAGER

Print Name

22 day of July, 2024

I HEREBY CERTIFY that I have
approved this Agreement as to form and
legal sufficiency subject to execution by
the Parties

Jenell C. Ryk
City Attorney

EXHIBIT A

PROJECT DESCRIPTION

Fiscal Year: FY 2022-2023 (48th Year)

Project Name: Coconut Creek Recreation Complex HVAC replacement
City of Coconut Creek

CDBG Fund Allocation: \$251,209.54

CDBG-CV Fund Allocation: \$272,105.46

Total Allocation: \$523,315

Project Description:

*CDBG/CDBG-CV Funds in the amount of Five Hundred Twenty-Three Thousand Three Hundred Fifteen and 00/100 Dollars (\$523,315) shall be used as a health and safety initiative in the City of Coconut Creek.

The project consists of replacing fifteen (15) rooftop HVAC units with similar new units at the Recreation Complex located at 4455 Sol Press Boulevard, Coconut Creek, FL 33073.

The Project is in the CDBG Target Area in Census Tracts 106.10 Block Group 3

*CDBG and CDBG-CV Funds will be used as needed and are interchangeable.

CDBG HUD National Objective: 24 CFR Part 570.208(a)(1), Area Benefit Activities

Federal Award Identification Information as required by 2 C.F.R. Part 200.332(a)

Subrecipient name: City of Coconut Creek

Subrecipient Unique Entity Identifier: HWCKX2B1SCN

Federal Award Identification Number (FAIN): B-20-MW-12-0054, B-21-UC-12-0001, B-22-UC-12-0001

Federal Award Date: Fiscal Year 2020/2021 through 2022-2023

Subaward Period of Performance Start and End Date: See timeline in Exhibit C

Subaward Budget Period Start and End Date: See timeline in Exhibit C

Amount of Federal Funds Obligated by this action by County to Subrecipient: See Exhibit B

Total Amount of Federal Funds Obligated to Subrecipient by County, including the current financial obligation: \$523,315; Amount includes only federal funds from County's fiscal year 2020/2021- 2022/2023 Annual Action Plans.

Total Amount of the Federal Award committed to Subrecipient by County: See Exhibit B

Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA): See Exhibit A for project description.

Name of Federal Awarding City, pass-through entity, and contact information for awarding official of the Pass-through entity:

Federal Awarding City: United States Department of Housing and Urban Development

Pass-through Entity: Broward County

Contact Information for awarding official of the pass-through entity: See Section 12.8 of this Agreement.

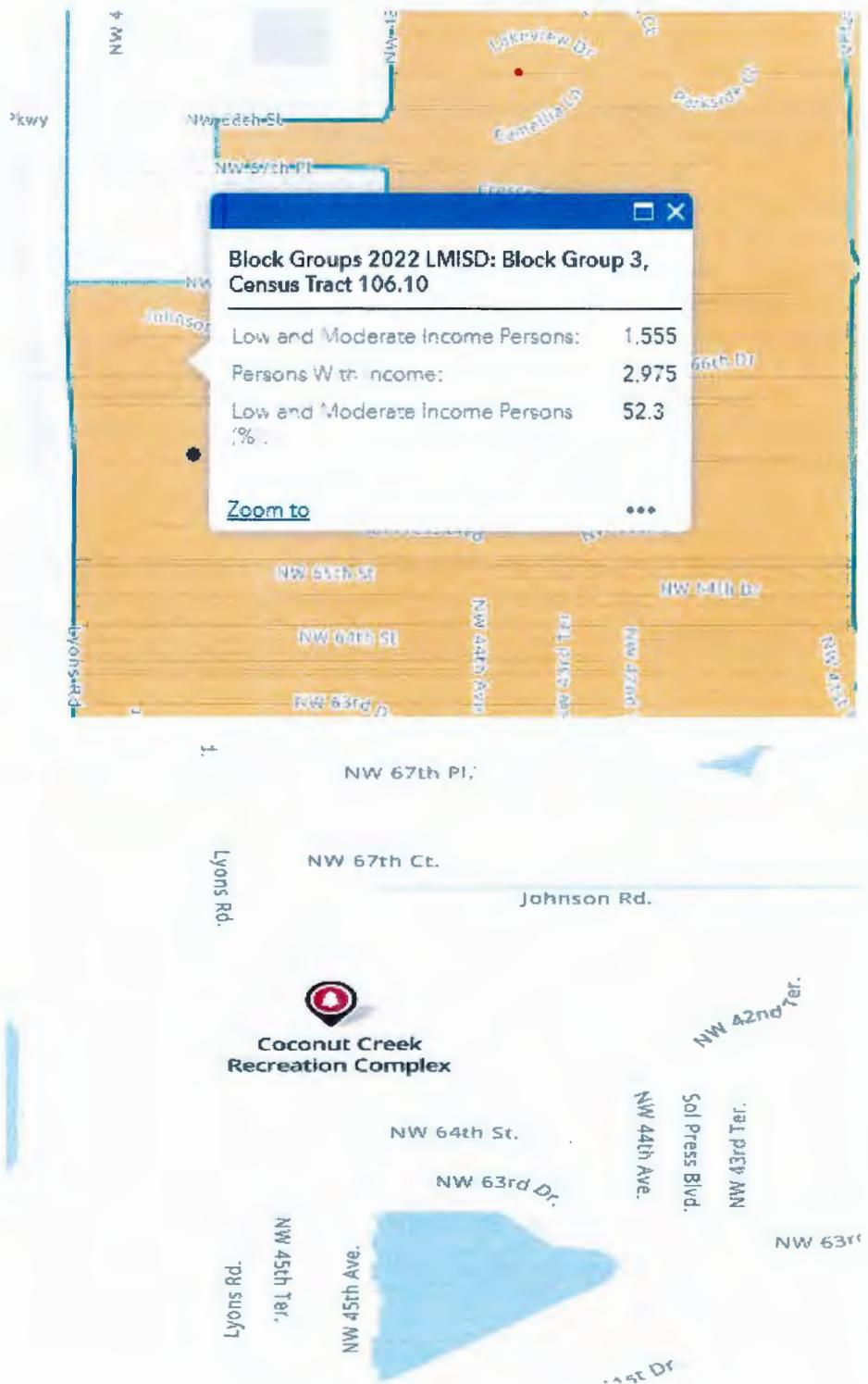
Assistance Listings number and Title: CFDA 14.218 – Community Development Block Grants/Entitlement Grants; The dollar amount made available under each Federal Award and CFDA at time of disbursement: For amount see Exhibit B – CFDA 14.218

Identification of whether the award is R&D: No

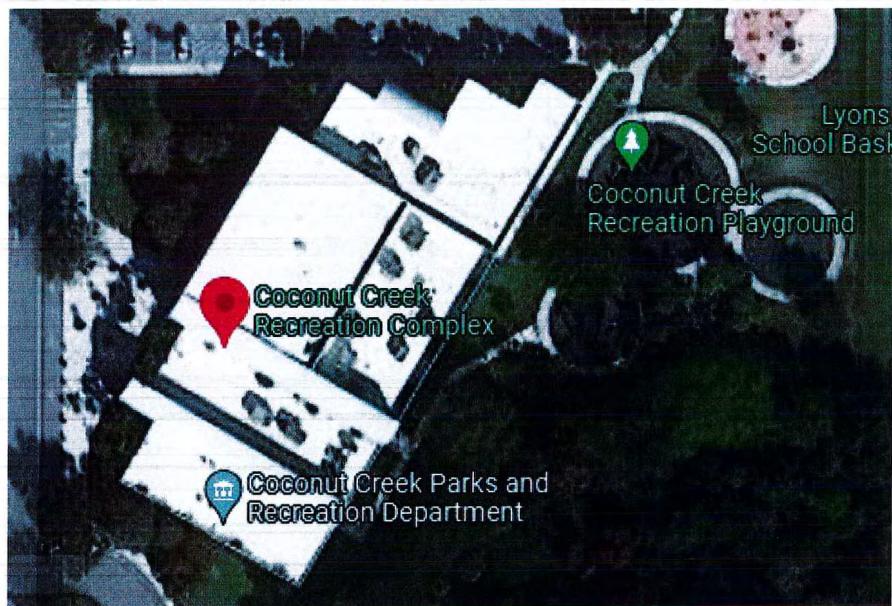
Indirect cost rate for the Federal award: N/A

ATTACHMENT 1 to EXHIBIT A

Project Area and Census Tract Info from most current web site data



Project Area



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EXHIBIT B

BUDGET

Each cost category below reflects the proposed amount necessary to complete the Project by funding source(s).

Funding Sources					
Cost Category		(1) CDBG	(2) CDBG - CV	(3) NON-CDBG	Total
A.	Personnel	-	-	-	-
B.	Fringe Benefits	-	-	-	-
C.	Travel	-	-	-	-
D.	Equipment	-	-	-	-
E.	Supplies	-	-	-	-
F.	Contractual Services	-	-	-	-
G.	Construction	\$251,209.54	\$272,105.46	\$292,800	\$816,115
H.	Other	-	-	-	-
I.	Total	\$251,209.54	\$272,105.46	\$292,800	\$816,115

BUDGET NARRATIVE

The Budget Narrative statements below provides a justification for each cost category shown in the budget table for CDBG, CDBG-CV and Non-CDBG Funds utilized in financing the Project.

CDBG Funds: \$251,209.54 (\$262,672 - \$11,462.46) (*The City received duplication of the rent reimbursement in the amount of (\$11,462.46 and this amount is deducted herein).* The project consists of replacing fifteen (15) rooftop HVAC units with similar new units.

BOCC 04/18/2023 (AI 23-296 – No. 23) CDBG FY 2021/2022 - \$80,000
CDBG FY 2022/2023 - \$134,672
CDBG FY 2022/2023 - \$48,000

CDBG-CV Funds: \$272,105.46

BOCC 04/16/2024 (AI 24 -181 – No. 33) CDBG-CV 1 - \$11,462.46
BOCC 06/14/2022 (AI 22-904 – No. 24) CDBG-CV3 - \$260,643.00

Non-CDBG Funds: \$292,800 local funding to cover total project cost.

Allowable Cost for U.S. HUD Share of Budget

Federal cost principles for grants and contracts with state and local governments are set forth in 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which contains a series of principles governing the allowability of various types of costs under federal grants and contracts. General information concerning the cost principles is summarized below. The following types of costs are specifically unallowable:

- (A) Advertising costs other than those associated with recruitment of personnel and the solicitation of bids for goods and services.
- (B) Bad debts.
- (C) Contingencies.
- (D) Contribution and donations.
- (E) Entertainment.
- (F) Fines and penalties.
- (G) Interest.
- (H) Losses on other grants or contracts.

Most other categories of cost are generally allowable under the cost principles provided the costs are allowable and reasonable. General comments on individual cost elements are listed below:

Personnel (Salary) costs are generally allowable provided they are based on actual current salaries adjusted for any anticipated cost-of-living or merit increases during the grant period. Salary costs for unidentified new employees must be consistent with the City's overall employee compensation structure. City's compensation policy should not change as a result of obtaining a federal grant.

Fringe Benefit costs such as pay for vacations, holidays, sick leave, employee insurance, and unemployment benefits are allowable to the extent required by law or established organizational policy.

Travel costs consistent with established organizational policy are generally allowable. The difference between first class and coach air fare is specifically unallowable. In the absence of established organizational travel policy, it is a good practice to adopt policies consistent with the federal travel regulations.

Equipment costs should be based on the least cost method of acquisition (rent, purchase, lease with option to buy) over the grant period as demonstrated by competitive bidding. Equipment costs are only allowable to the extent the equipment is directly necessary to accomplish the grant. The cost of equipment not fully utilized under the grant must be allocated to other organization costs to assure a fair share distribution. Whenever practical, used equipment should be considered in meeting equipment needs.

Material/Supplies cost directly associated with the Project is allowable. Prices must generally be justified through competitive bids except for nominal purchases.

Subcontracts/Contractual Services must be awarded on a competitive basis except in extraordinary circumstances. The same principles applicable to individual cost principles for grantees are generally applicable cost-reimbursement type subcontracts under grants.

Consultant agreements should include a certification by the consultant that the consultant rate is equal to or less than the lowest rate the consultant accepts for comparable work. Additionally, Congress prohibits the salary component of consultant fees under HUD grants from exceeding the applicable approved rate schedule.

Construction costs include construction of new buildings, structures, or other real property as well as alteration or repair of existing structures. Construction costs should be supported by detailed cost estimates and competitive bidding. Consult with the Housing Finance Division's Compliance Officer on applicability of the Davis-Bacon Wage determination to the Project.

Other costs include all types of direct costs not specified above. Normally, such costs include space, telephone, utilities, printing, and other basic operating expenses.

Leverage is that which the municipality or non-profit organization brings to the Project. It may be in the form of services or contributed operating expenses (in-kind contributions) or cash support from the organization itself or from other sources.

EXHIBIT C

PROJECT TIMELINE

The table below lists the main work tasks required to complete Project objectives before the term of the Agreement expires.

Work Task	Start-Up Date	Date of Completion
Design Plans and Specifications	October 1, 2022	November 1, 2022
Advertise, Bidding, and Pre-bid Meeting	November 2, 2022	December 17, 2022
Bid Opening, Selection, and Award	December 17, 2022	March 1, 2023
Construction Contract Execution, Pre-Construction Meeting, Construction	April 1, 2023	July 30, 2023
Punch List Items	July 31, 2023	September 15, 2023
Completion of Construction	September 15, 2023	September 30, 2023
Monthly Reports and Final Report	October 1, 2022	July 31, 2024

EXHIBIT D

MONTHLY PROGRESS REPORT

MONTHLY PROGRESS REPORT

Reporting Period: _____

Date Report Prepared: _____

A. Project Information:

Agency Name	City of Coconut Creek
Person Preparing the Report	
Job Title	
Signature	
Project Name	Recreation Complex HVAC Replacement
Project Start-Up Date	October 1, 2022
Project Completion Date	July 30, 2024
Amended Completion Date (if applicable)	

ARTICLE 4. B.1 Project Cost

	Total Project Costs	Expenditures up to Last Billing	Expenditures this Report/Billing	Funds Expended To Date	Percentage
Total Project				\$ -	0%
City (In-kind)			\$ -	\$ -	0%
CDBG Funds			\$ -	\$ -	0%
Other Funding (Specify source)	\$ -	\$ -	\$ -	\$ -	0%

B.2 Declaration of Agency Budget Changes

Program Income: _____

Source of Program Income: _____

B.3 Other Grant Awards

Date(s): _____ Dollar Amount(s): _____

Funding Source(s): _____ Funding Contract Person(s): _____

B.4 Describe attempts to secure additional funding:

B.5 Percent of Project completed to date: _____ %

B.6 Anticipated Changes in Staffing:

1. Office Hours: _____

2. Resignations: _____

3. Part-time or Full-time Employee(s):

C.1 Brief Project Description and Project Location (if applicable, include homeowner's name and address, general scope of work performed, and associated expenses):

C. 2. Describe specific work tasks and status completed this quarter:

Work Tasks	Status (i.e., underway, completed)

C.3. Describe success or problems encountered with the Project:

C.4. Anticipated problems or concerns with the Project. Please identify technical assistance needed and/or requested from the Housing Finance Division staff.

C.5. Anticipated advertisements and/or other contractual services. If so, has the Housing Finance Division staff been advised and appropriate steps taken to assure compliance?

C.6. If applicable, please complete the information on the following Direct Benefit Form for all program participants.

EXHIBIT "D"					
Direct Benefit Form Public Service					
Accomplishments					
Accomplishment Type			Proposed Unit	Actual Units	Cumulative Units
1 - People (General)					

Direct Benefit Data by Persons

Race/Ethnicity

Race	Total Numbers Served Last Reporting Period	Hispanic/Latino (Last Reporting Period)	Total Number Served <u>This Reporting Period</u>	Hispanic/Latino (<u>This Reporting Period</u>)	Total Number Served <u>(to Date)</u>	Cumulative Hispanic/Latino (<u>to date</u>)
Totals						

Income Levels

		Last Reporting Period	This Reporting Period	Cumulative Total
Extremely Low (30% or Below AMI)				
Low (31%50% AMI)				
Moderate (51%80% AMI)				
Non-Low/Moderate (Above 80% AMI)				
Totals				
Percent Low/Mod				

Public Services (cumulative)

Total Households Assisted:

Of the Total Households, Number of:

			Number of Households
With New or Continuing Access to a Service or Benefit*			
With Improved Access to a Service or Benefit**			
Receive a Service or Benefit that is No Longer Substandard			
Total			

*Beneficiaries that without these funds would not be able to access or combine the benefit or are receiving a new benefit (new beneficiaries)

**Beneficiaries that have improved access to service or benefit (Example: rehabilitation of a community center for the elderly or severely disabled person to enable them to live independently.)

D. Program Objectives

* Work Tasks	Projected Yearly Total/ Performance	Monthly Progress Reports	Progress Yr-To-Date	Supporting Documentation
Design Plans and Specifications	1			Drawings, plans, bid specs
Advertise, Bidding, and Pre-Bid Meeting	2			Bid advertisement (Sun Sentinel), pre-bid meeting sign in sheet, etc.
Bid Opening, Selection, and Award	2			Bid tabulation, request to BC-HFD to approve award of selected/recommended contractor
Construction Contract Execution, Pre-Construction Meeting, Construction	3			Board Resolution (If applicable), copy of contract, pre-construction meeting/sign in sheet(s), Notice to Proceed
Punch List Items	1			Final punch out list (task(s) that must be completed before project closeout).
Completion of Construction	1			Final AIA, Letter of Completion, lien releases, cancelled checks and/or bank ledger, final inspection, final release of lien request for reimbursement
Monthly Reports and Final Report	12			Monthly Reports (Exhibit "D")

* Work Tasks as listed in the Exhibit C (Project Timeline) of the Agreement.

EXHIBIT E

REQUEST FOR PAYMENT

**Community Development Block Grant Program
48th Year Program**

Contract Period: October 1, 2022 to July 31, 2024

1. Project Name:					
2. Organization:	Telephone Number:				
3. Billing Number:					
4. Billing Period Covered:					
5. % of Total Contract, Expended through this Billing:					
6. Cost Categories	Total Project Budget (CDBG Grant Costs ONLY)	Expenditures up to last billing	Expenditures This Billing	Expenditures To Date	Percentage
A. Project Costs	\$ -				
Salary and Fringes				\$ -	0%
Contractual				\$ -	0%
Supplies/Equipment				\$ -	0%
Travel				\$ -	0%
Other				\$ -	0%
Total Expenditures	\$ -	\$ -	\$ -	\$ -	0%
Funds Obligated: (By Funding Agreement)					
Balance	\$ -		\$ -	\$ -	100%
B. In-Kind				\$ -	0%

7. Detail of Request for Payment (Attach copies of Invoices, Other Applicable Documentation)

8. Certification:

I certify that items 1 - 7 of this billing are correct and just and are based upon obligation(s) of record for the Project; that the work and services are in accordance with the Broward County approved Agreement, including any amendments thereto; and that the progress of the work and services under the Project Agreement are satisfactory and are consistent with the amount billed.

Signature and Title of Authorized Official

Date