



Town of Pembroke Park

Agenda

SPECIAL COMMISSION MEETING

Wednesday, December 18, 2019 @ 6:00 PM

Council Chambers

	Page
A. CALL TO ORDER	
B. PLEDGE OF ALLEGIANCE	
C. ROLL CALL	
D. ADDITIONS, DELETIONS OR WITHDRAWALS TO THE AGENDA	
E. PUBLIC COMMENTS RELATED TO AGENDA ITEMS / GOOD & WELLFARE	
F. NEW BUSINESS	
F.01 2017/2018 FINANCIAL AUDIT	3 - 4
A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, ACCEPTING THE ANNUAL FINANCIAL REPORT AND AUDIT REPORT FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2018; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.	
Resolution No. 19-12-XX (Accepting Audit)	
F.02 Execution of 45th Year CDBG - ADA Restroom Construction - Public Services Director - Todd Larson	5 - 96
Agenda Item Report - AIR-19-087 - Pdf	
Agenda Item Report - AIR-19-087 - Html	
45 YR - CDBG - Pembroke Park - Award Letter & Exhibits	
G. PENSION ACTUARY RESOLUTION	
A RESOLUTION OF THE PENSION BOARD OF THE TOWN OF PEMBROKE PARK, FLORIDA, AUTHORIZING THE PENSION BOARD TO FILE APPLICATIONS FOR LIFE INSURANCE POLICIES FOR TOWN COMMISSIONERS GEOFFREY JACOBS AND REYNOLD DIEUEVILLE; AUTHORIZING THE APPROPRIATE PENSION BOARD MEMBERS AND STAFF TO EXECUTE AND DELIVER ANY AND ALL DOCUMENTS REQUIRED FOR FILING THE APPLICATIONS FOR LIFE INSURANCE POLICIES FOR GEOFFREY JACOBS AND REYNOLD DIEUEVILLE; SUPERSEDING CONFLICTING RESOLUTIONS, AND PROVIDING AN EFFECTIVE DATE.	
G.01 Resolution No. 19-12-XX Pension 12 18 2019	97 - 98
H. ANNOUNCEMENTS	
Holiday Toy Giveaway - Thursday, December 19, 2019 between 4pm - 9pm	
I. ADJOURNMENT	

DECORUM - All comments must be addressed to the Commission as a body and not to individuals. Any person making impertinent or slanderous remarks, or who becomes boisterous while addressing the Commission, shall be barred from further audience before the Commission by the presiding officer, unless permission to continue or again address the commission is granted by the majority vote of the Commission members present. No clapping, applauding, heckling or verbal outbursts in support or in

opposition to a speaker or his/her remarks shall be permitted. No signs or placards shall be allowed in the Commission Chambers. Please mute or turn off your cell phone or pager at the start of the meeting. Failure to do so may result in being barred from the meeting. Persons exiting the Chamber shall do so quietly.

IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE BOARD, AGENCY, OR COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT THIS MEETING OR HEARING, HE OR SHE WILL NEED A RECORD OF THE PROCEEDINGS, AND, FOR SUCH PURPOSE, HE OR SHE MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

ANY PERSON REQUIRING AUXILIARY AIDS AND SERVICES AT THIS MEETING MAY CALL THE TOWN CLERKS OFFICE AT 954-966-4600 AT LEAST TWO CALENDAR DAYS PRIOR TO THE MEETING. IF YOU ARE HEARING OR SPEECH IMPAIRED PLEASE CONTACT THE FLORIDA RELAY SERVICES BY USING THE FOLLOWING NUMBERS: 1-800-955-8770 (VOICE) OR 1-800-955-8771 (TDD)

DECORUM - All comments must be addressed to the Commission as a body and not to individuals. Any person making impertinent or slanderous remarks, or who becomes boisterous while addressing the Commission, shall be barred from further audience before the Commission by the presiding officer, unless permission to continue or again address the commission is granted by the majority vote of the Commission members present. No clapping, applauding, heckling or verbal outbursts in support or in opposition to a speaker or his/her remarks shall be permitted. No signs or placards shall be allowed in the Commission Chambers. Please mute or turn off your cell phone or pager at the start of the meeting. Failure to do so may result in being barred from the meeting. Persons exiting the Chamber shall do so quietly.

RESOLUTION NO. 19-12-XX

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, ACCEPTING THE ANNUAL FINANCIAL REPORT AND AUDIT REPORT FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2018; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town is required by Section 218.32, Florida Statutes, and Section 18 of the Charter of the Town of Pembroke Park to prepare an Annual Financial Report for each fiscal year of the Town; and

WHEREAS, the Town is also required by Section 218.39, Florida Statutes, to complete an Annual Financial Audit Report of Town's accounts and records, prepared by an independent certified public accountant, unless the Auditor General notifies the Town that it will be conducting the financial audit; and

WHEREAS, the Town has prepared an Annual Financial Report for the Fiscal Year Ended September 30, 2018; and

WHEREAS, the Town has not been notified that a financial audit for the Fiscal Year Ended September 30, 2018 will be performed by the Auditor General, and has thus retained the firm of Grau & Associates, Inc., certified public accountants, to audit the financial statements for the Town for said Fiscal Year; and

WHEREAS, both the Annual Financial Report and the Annual Financial Audit Report for Fiscal Year Ended September 30, 2018 have been completed and the Town Commission desires to accept said reports at this time.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA:

Section 1: That the Town hereby accepts the Annual Financial Report and Annual Financial Audit Report for the Fiscal Year Ended September 30, 2018 for the Town of Pembroke Park, said reports being on file with the Finance and Budget Director, and by reference made a part hereof.

Section 2: That all Resolutions or parts of Resolutions in conflict herewith be and the same are hereby superseded to the extent of such conflict.

Section 3: That this Resolution shall be in force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED this ____ day of December, 2019.

ASHIRA A. MOHAMMED
Mayor-Commissioner

ATTEST:

GEOFFREY JACOBS
Clerk-Commissioner

AGENDA ITEM REPORT



To: Town Manager
Subject: Execution of 45th Year CDBG - ADA Restroom Construction
Meeting: SPECIAL COMMISSION MEETING - Dec 18 2019
Department: Public Works
Staff Contact: Myriam Jacques, Public Services AssistantDirector

BACKGROUND INFORMATION:

This is an FY19-20 45th Year Community Development Block Grant Programs (CDBG) application to start another Agreement between Broward County and Town of Pembroke Park for funding of the construction of an ADA-compliant restroom building at the Preserve. This building will be located on the northeast corner of the park near the Town sewer line. The Town requested CDBG Funds in the amount of \$61,672 to be used by Town to contract with a manufacturer to construct the building. Broward County has approved \$61,508 for the project. The Town will be responsible for up to \$43,932 to prepare the site prior to commencement of construction, and for project management tasks.

The number of restrooms within the Raymond P. Oglesby Preserve and Ryan Park is insufficient, and the existing restrooms do not meet current ADA building codes. The costs for a renovated building is extremely high, and even this alternative would not address the need for facilities on the east side of the park. In addition, renovating the existing restrooms would not qualify for the CDBG funding sources. As an alternative to retrofitting the existing building, the Town is proposing the construction of an ADA compliant 2-cabin restroom. This new ADA-compliant restroom facility is needed within the park to service all age groups, particularly persons with disabilities and younger residents.

FINANCIAL IMPACT:

19-20 FY. Town Cost Share with CDBG estimated not to exceed \$43,768 for project management, construction inspections, and legal counsel. The cost could be significantly lower with bidding and a built-in place structure.

POLICY IMPLICATIONS:

The Town Commission has authorized the Town Staff to start looking at options to replace the Park's Building. If and when the building is removed and replaced, this added ADA restroom would be used since there will be no other restroom facilities for an extended period of time. This project would also provide restroom facilities on the east side of the park where most of the playground equipment is located. Security cameras could be added to the new light poles to increase safety.

RECOMMENDATION:

Execution of Agreement

ALTERNATIVES:

Renovation of the existing facility. But, the current building needs major renovations or replacement. If funds are expended on repairs to the existing facility it would take several months to reprogram the money, and all costs must be borne by the Town.

ATTACHMENTS:

[45 YR - CDBG - Pembroke Park - Award Letter & Exhibits](#)

	Status:
Todd Larson, Public Works Service Director	Pending
Finance director, Finance & Budget Director	None
Newall J. Daughtrey, Assistant Town Manager	None
Agatha Muse-Salters, Town Manager	None



**AGREEMENT BETWEEN BROWARD COUNTY AND TOWN OF PEMBROKE PARK
FOR FUNDING AND ADMINISTRATION OF 45TH YEAR COMMUNITY
DEVELOPMENT BLOCK GRANT PROGRAMS
FOR ADA RESTROOMS CONSTRUCTION**

This Agreement ("Agreement") is made and entered by and between Broward County, a political subdivision of the State of Florida ("County"), and Town of Pembroke Park, a municipal corporation of the State of Florida ("Town") (collectively referred to as the "Parties").

RECITALS

A. County is a recipient of Community Development Block Grant ("CDBG") funds from the United States Department of Housing and Urban Development ("HUD").

B. On _____, (Agenda Item No. ____), the Broward County Board of County Commissioners authorized CDBG funding to Town in the amount of Sixty One Thousand Five Hundred Eight Dollars (\$61,508) to fund ADA Restrooms Construction in Town, under the terms more specifically described herein.

C. 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.

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

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

1.3 **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.

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

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

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

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

1.8 **Project** means the project provided and implemented by Town, as described in Exhibit A to this Agreement.

1.9 **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 Program, as amended from time to time, and which are incorporated herein by reference.

1.10 **Subcontractor** means an entity or individual providing services to Town for all or any portion of the Project. The term "Subcontractor" shall include all subconsultants.

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	Quarterly Progress Report
Exhibit E	Request for Payment

ARTICLE 3. PROJECT

3.1 Town shall provide and implement ADA Restrooms Construction in Town as outlined in Exhibit A attached hereto.

3.2 All activities funded with CDBG Funds must meet one of the 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. Town 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 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 Town must comply with the Project Timeline set forth in Exhibit C. If Town 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. 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, Town shall promptly furnish to County such records and information requested by County related to the Project.

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

3.4.3 Town shall provide County with quarterly progress reports in substantially the form provided in Exhibit D, attached hereto or such other form as may be provided to Town by County, in County's discretion ("Quarterly Progress Reports"). The Quarterly Progress Reports must be submitted to County no later than the tenth (10th) calendar day following the end of the preceding quarter, provided that, if such date is a Saturday, Sunday, or holiday, the Quarterly Progress Report may be submitted on the business day immediately following such Saturday, Sunday, or holiday. For purposes of the Quarterly Progress Reports, the quarters shall be as follows: First quarter - October 1 through December 31; Second quarter - January 1 through March 31; Third quarter - April 1 through June 30; Fourth quarter - July 1 through September 30.

3.4.4 In addition to the Quarterly Progress Reports, Town 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.

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

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

3.6.1 Town shall provide the Contract Administrator with a copy of all agreements and correspondence between Town and the Subcontractor, and any

correspondence related thereto, prior to the execution of any agreement between Town and the Subcontractor.

3.6.2 Town'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. Town'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 Town schematic design documents consisting of drawings and other documents illustrating the scale and relationship of Project components ("Schematic Design Documents"). Town must provide the Contract Administrator with a copy of the approved Schematic Design Documents. Additionally, the Subcontractor shall submit to Town a written statement of probable construction cost based on current area, volume, or other unit costs. The Subcontractor must comply with all applicable codes, ordinances, rules, regulations, and requirements of governmental authorities applicable to the Project
- b. Design Development. The Subcontractor shall prepare and submit for approval by Town, 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"). Town 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. Town shall provide a copy of the final Contract Documents to the Contract Administrator promptly after the Contract Documents are fully executed.

3.6.3 Town'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 federal, state, and local law, including applicable building codes. The Project also includes all Project site preparations, including but not limited to pre-inspection, 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 Town 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, Town shall provide the associated deliverable and shall submit an invoice for payment utilizing

the form provided in Exhibit E.

- 3.8 Town 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"). Town 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. Town shall not make any changes or modifications to the Construction Schedule furnished to County without County's prior approval.
- 3.9 Town shall submit written notification to County of all pre-bid 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 Town under this Agreement.
- 3.12 If Town 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 Town, 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 CDBG Funds for the Project. It shall be Town's responsibility to notify County promptly in writing whenever Town 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 Town shall notify County at least forty-eight (48) hours in advance of the date that work on the Project will be initiated in order to allow for on-site inspections to be conducted by County.
- 3.15 Town shall meet or exceed the standards described in Exhibit A, and all applicable codes, ordinances, statutes, 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 THE USE OF THE FUNDS**

- 4.1 The maximum amount payable to Town under this Agreement shall be Sixty-one Thousand Five Hundred Eight Dollars (\$61,508). This Agreement is subject to the availability of CDBG Funds, as more specifically described in Articles 4 and 11. No County funds shall be payable under this Agreement.
- 4.2 If Town is in compliance with the applicable Rules and Regulations of HUD and the terms of this Agreement, including the procedures for invoices and payments set forth in this article, County shall reimburse Town 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 CDBG Funds to Town if Town is not in compliance with the terms of this Agreement or for any Project expenses sought to be reimbursed by Town that are not eligible for reimbursement under the Rules and Regulations of HUD.
- 4.3 Town 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, together with the following supporting documentation:
 - 4.3.1 Documentation of costs associated with any Town personnel providing any 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 Town document authorizing the work, services, activities, or materials for which Town 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 Town's engineer, architect, or administrator or manager of the Project, as applicable;
 - 4.3.6 A certification from Town's administrator or the administrator's authorized representative certifying that the work, services, or 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 Quarterly Progress Report, utilizing the form provided in Exhibit D; and

4.3.8 For reimbursement of any retainage paid by Town, Town 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 135, 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 4.3, 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 Town if Town 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 Town 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 Town shall disclose to County any and all third-party funding, whether public or private, for the Project. No CDBG Funds shall be used to supplant existing third-party funding.
- 4.6 Town 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 Town within thirty (30) calendar days after receipt of Town'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. To be deemed proper, all invoices must comply with the requirements set forth in this Agreement, including the requirements of Section 4.3. Payment may be withheld for failure of Town to comply with any term, condition, or requirement of this Agreement or the Rules and Regulations of HUD.
- 4.8 Town shall expend the CDBG Funds allocated to the Project by the end of the term of this Agreement. All CDBG 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 CDBG 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 Quarterly Progress Reports, including 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 Town pursuant to this section, County shall specify the actions that must be taken by Town as a condition precedent to resumption of payments and specify a reasonable date by which Town must take such actions.
- 4.10 At the sole discretion of the Contract Administrator, unexpended CDBG Funds not provided to or reimbursed to Town under the terms of this Agreement may be reallocated by County to other CDBG Program projects approved for funding by the Board.

- 4.11 Any CDBG Funds paid to Town in excess of the amount to which Town is finally determined to be entitled to under this Agreement shall be repaid to County within a reasonable period after demand, and if not paid, County may make an administrative offset against other requests by Town for reimbursements.
- 4.12 Town shall invoice all Subcontractor fees, whether paid on a "lump sum" or other basis, with no markup. All Subcontractor fees shall be billed in the actual amount paid by Town.
- 4.13 Notwithstanding any provision in this Agreement to the contrary, County shall not be required to reimburse Town any CDBG 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 Town to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the Contract Administrator, or due to Town's failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by County.
- 4.14 Notwithstanding any provision in this Agreement to the contrary, in the event County is required to repay HUD any 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, Town must repay County such CDBG Funds in accordance with the repayment provisions set forth in Section 9.5 of this Agreement.

ARTICLE 5. INDEMNIFICATION

5.1 To the extent permitted by law, and without either party waiving its sovereign immunity or any limits established by Section 768.28, Florida Statutes, Town shall indemnify, hold harmless, and defend County and all of County's officers, agents, servants, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and caused or alleged to be caused, in whole or in part, by any intentional, reckless, or negligent act or omission of Town, its officers, employees, agents, or servants, arising from, relating to, or in connection with this Agreement (collectively, a "Claim"). In the event any Claim is brought against an Indemnified Party, Town shall, upon written notice from County, defend each Indemnified Party against each such Claim by counsel satisfactory to County or, at County's option, pay for an attorney selected by the County Attorney to defend the Indemnified Party. To the extent considered necessary by the Contract Administrator and the County Attorney, any sums due Town under this Agreement may be retained by County until all

Claims subject to this indemnification obligation have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by County. Nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement or any other contract. The obligations of this section shall survive the expiration or earlier termination of this Agreement.

5.2 For construction-related activities. To the extent permitted by law, and without either party waiving its sovereign immunity or any limits established by Section 768.28, Florida Statutes, Town shall indemnify and hold harmless County, its 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 Town and persons employed or utilized by Town in the performance of this Agreement. To the extent considered necessary by Contract Administrator and County Attorney, any sums due Town 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 term of this Agreement.

ARTICLE 6. INSURANCE

6.1 Town 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, Town must provide County with written verification of liability protection that meets or exceeds any requirements of Florida law. If Town holds any excess liability coverage, Town must ensure that Broward County is named as an additional insured and certificate holder under such excess liability policy and provide evidence of same to County.

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

6.4 In the event Town contracts with a Subcontractor to provide any of the services for the Project, Town shall require that each Subcontractor procure and maintain insurance coverage that adequately covers each Subcontractor's exposure based on the services provided by that Subcontractor. Town must ensure that all such Subcontractors name "Broward County" as an additional insured and certificate holder under the applicable insurance policies. Town shall not permit any Subcontractor to provide services for the Project until the insurance requirements of the Subcontractor under this section are met. If requested by County, Town shall furnish evidence of insurance of all such

Subcontractors.

6.5 County reserves the right, but not the responsibility, to periodically review any and all insurance policies and to reasonably adjust the limits and/or types of coverage required herein, from time to time throughout the term of this Agreement.

ARTICLE 7. REPRESENTATIONS AND WARRANTIES

7.1 Town 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 Town, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal 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, Town 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 The language of this section shall be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all subgrantees shall be required to certify and disclose accordingly.

7.2 In accordance with Section 519 of the Department of Veterans Affairs and Housing and Urban Development, and Independent Agencies Appropriations Act, 1990 (Public Law 101-144) and Section 906 of the Cranston-Gonzalez National Affordable Housing Act (Public Law 101-625), which amended Title I of the Housing and Community Development Act of 1974, Town represents and warranties that it has adopted and is enforcing policies within its jurisdiction that:

7.2.1 Prohibit the use of excessive force by law enforcement agencies against any individuals engaged in nonviolent civil rights demonstrations; and

7.2.2 Enforce applicable State and local laws that prohibit any action that physically bars an entrance to or exit from, a facility or location where a

nonviolent civil rights demonstration is being conducted.

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

7.4 Breach of Representations. In entering into this Agreement, Town acknowledges that County is materially relying on the representations and warranties of Town stated in this article. County shall be entitled to recover any damages it incurs to the extent any such representation or warranty is untrue. In addition, if any such representation or warranty is false, County shall have the right, at its sole discretion, to terminate this Agreement without any further liability to Town, to deduct from CDBG Funds due to Town under this Agreement the full amount of any value paid in violation of a representation or warranty, or to recover all CDBG Funds paid to Town under this Agreement.

ARTICLE 8. GENERAL COMPLIANCE OBLIGATIONS

8.1 Town shall comply with all applicable federal, state, and county laws, ordinances, codes, and regulations relating to the use of CDBG 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. 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 Town shall comply with 2 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 Town, its officers, employees, or agents shall be disclosed in writing to County.

8.3 Town shall use its own procurement procedures for the procurements of property and services. Town'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.

8.4 Town shall comply with the requirements set forth in County's "Procedures Manual for Subrecipients," as may be amended from time to time, and incorporated herein by reference. County will provide Town with a copy of the manual and any amendments

thereto.

8.5 Town shall not use CDBG 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.

8.6 Town shall not use CDBG 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.

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

8.8 Town 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:

8.8.1 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 Town receives federal financial assistance.

8.8.2 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, and 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.

8.8.3 Executive Order 11063, as amended by Executive Order 12259 (Equal Opportunity in Housing Programs) and implementing regulations at 24 C.F.R. Part 107.

8.8.4 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 Town receives federal financial assistance.

8.8.5 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 Town receives financial federal assistance.

- 8.8.6 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.
- 8.8.7 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.
- 8.8.8 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 135, as applicable), which provides for training, employment, contracting, and other economic opportunities for low- and very low-income persons.
- 8.8.9 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.).
- 8.8.10 The prohibitions set forth in 2 C.F.R. Part 2424 relating to the use of debarred, suspended, or ineligible contractors and participants.
- 8.8.11 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.
- 8.8.12 The Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4852d) 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), Town does not assume County's environmental responsibilities described in 24 C.F.R. Part 570.604, or County's responsibility for initiating the review process under the provisions of 24 C.F.R. Part 52.

8.9 Town shall comply with the recordkeeping and reporting requirements under this Agreement, 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, and

24 C.F.R. Part 5.168, as applicable, to enable County to comply with its recordkeeping and reporting requirements set forth in 24 C.F.R. Part 570.

8.10 In addition to the reversion of assets requirements set forth in Section 9.7, property, equipment, and supplies acquired with CDBG 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 Town has requested disposition instructions.

8.11 Town 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 Agency regulations (40 C.F.R. Part 32) if CDBG Funds expended under this Agreement exceed One Hundred Thousand Dollars (\$100,000).

8.12 Town 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 (Public Law 94-163, 89 Statute 871).

8.13 In addition to the audit rights, and retention of records requirements set forth in Section 12.4, Town 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 Town, 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.

8.14 If applicable, Town shall comply, and ensure that all Subcontractors comply, with the Section 3 clause requirements that follow, including the requirement to include the following language set forth in 24 C.F.R. Part 135.38 verbatim, in accordance with the provisions under 24 C.F.R. Part 135. References in the language below to "contract" shall mean this Agreement, or any subcontract entered into pursuant to this Agreement, and references to "contractor" shall mean Town or its subcontractors:

8.14.1 The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

- 8.14.2 The parties to this contract agree to comply with HUD's regulations in 24 C.F.R. Part 135, which implement Section 3. As evidenced by their execution of this contract, the Parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- 8.14.3 The contractor agrees to send to each labor organization or representative of workers with which contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- 8.14.4 The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the Subcontractor is in violation of the regulations in 24 C.F.R. Part 135. The contractor will not subcontract with any Subcontractor where the contractor has notice or knowledge that the Subcontractor has been found in violation of the regulations in 24 C.F.R. Part 135.
- 8.14.5 The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 C.F.R. Part 135.
- 8.14.6 Noncompliance with HUD's regulations in 24 C.F.R. Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD-assisted contracts.
- 8.14.7 With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of

contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

8.15 Town 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.

8.16 In addition to the equal employment opportunity requirements set forth in Section 12.2, Town 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."

8.17 In the event there is any construction work over Two Thousand Dollars (\$2,000) financed in whole, or in part, with CDBG Funds under this Agreement, Town 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 Town 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)(3), with the exception of the requirements set forth in 2 C.F.R. Part 200, Subpart F, Audit Requirements, in the event 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 Town 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 Town. All CDBG 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 Town shall use CDBG 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 Town shall budget and expend all CDBG Funds provided by County under this Agreement in accordance with County's "Procedures Manual for Subrecipients."

9.5 In addition to County's right to terminate this Agreement in accordance with Article 11, Town shall be required to repay to County, in County's sole discretion, any CDBG 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:

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

9.5.2 Any CDBG Funds expended by Town, or any of its Subcontractors, in violation of this Agreement.

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

In the event Town is required to repay County any CDBG Funds pursuant to this section, Town 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 Town, or reduce Town's obligation to repay County by making an administrative offset against any request for payment. County, in its sole discretion, may reallocate any funds Town repays to County pursuant to the terms of this Agreement to other eligible CDBG Program projects. This provision shall survive the expiration or earlier termination of this Agreement.

9.6 Town 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 Town after the Effective Date (as defined in Article 10) that was generated under this Agreement or any prior fiscal year CDBG Program funding agreement with County shall be returned to County in accordance with 24 C.F.R. Part 570.503(b) and 24 C.F.R. Part 570.504, relating to Program Income under the CDBG Program. Unless otherwise provided in any Rules and Regulations of HUD, County may reallocate the Program Income to Town's CDBG funding award in County's next CDBG Program funding cycle, subject to the retention of a twenty percent (20%) administrative fee payable to County.

9.7 Real Property; Reversion of Assets. Town 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:

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

9.7.2 Real property under Town's control that was acquired or improved, in whole or in part, with CDBG Funds in excess of Twenty-five Thousand Dollars (\$25,000) shall be used to meet one of the 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. In the event Town fails to use CDBG Program-assisted real property in a manner that meets a CDBG national objective for the prescribed period of time, Town shall pay County an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non CDBG Program funds for acquisition of, or improvement to, the property. Such payment shall constitute Program Income to County.

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

ARTICLE 10. TERM OF AGREEMENT

The term of this Agreement shall commence retroactively on October 1, 2019 ("Effective Date") and shall end on September 30, 2020, unless terminated earlier or extended pursuant to the terms of this Agreement. Town may submit a written request for an extension to the term of this Agreement to the Contract Administrator no less than one hundred and twenty (120) days prior to the expiration date of 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 Program funding from HUD. In the event that HUD terminates, suspends, discontinues, or substantially reduces the CDBG Funds available for the Project activity under this Agreement, as determined in County's sole discretion, County may terminate this Agreement upon Town's receipt from County of no less than twenty-four (24) hours' notice.

11.2 Termination for Cause.

11.2.1 This Agreement may be terminated for cause by County, at the discretion of and through the County Administrator, if Town fails to comply with any terms under 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 Town with an opportunity to appeal the action, and a copy of the appeal process shall be attached to the notice. Town may file an appeal within five (5) days after receipt of County's notice of termination.

11.2.2 Termination for cause by County may include but is not limited to: (i) Town's failure to meet any of the project deadlines set forth in Exhibit C, within forty-five (45) days after the applicable deadline; (ii) Town's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices; (iii) Town's failure to comply with applicable federal, state, or local law or regulations, including the Rules and Regulations of HUD; (iv) Town's failure to repay County as provided for in Section 9.5; (v) Town's failure to comply with the monitoring and reporting requirements of this Agreement, including the requirements of Section 3.4; (vi) Town's material breach of the representations and warranties set forth in Article 7; or (vii) Town's contracting with a Subcontractor 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. This Agreement may also be terminated for cause by County if a Subcontractor is a "scrutinized company" pursuant to Section 215.473, Florida Statutes, if a Subcontractor is placed on a "discriminatory vendor list" pursuant to Section 287.135, Florida Statutes, or upon the occurrence of any of the grounds set forth in Section 287.135, Florida Statutes.

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

If County erroneously, improperly, or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

11.3 Termination for Convenience. This Agreement may be terminated for convenience by either party, which termination date shall be not less than thirty (30) days after the date

of such written notice. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances in the event the County Administrator determines that termination is necessary to protect the public health, safety, or welfare.

11.4 In the event this Agreement is terminated for any reason, County may, in County's sole discretion, reimburse Town 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 Town 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 Town or Subcontractor on Town's behalf, for Project activities under this Agreement. Notwithstanding the above, Town 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 Town for any or all of the CDBG Funds requested by Town where County has determined that Town 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, which the County Administrator deems necessary to protect the public health, safety, or welfare may be verbal notice that shall be promptly confirmed in writing in accordance with the "Notices" section of this Agreement.

11.6 In the event this Agreement is terminated for any reason, any amounts due Town shall be withheld by County until all documents are provided to County pursuant to Section 12.1.

ARTICLE 12 - MISCELLANEOUS

12.1 Rights in Documents and Works. Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of County, and, if a copyright is claimed, Town grants to County and the Federal Government a nonexclusive license to use the copyrighted item(s) indefinitely, to prepare derivative works, and to make and distribute copies to the public. In the event of termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by Town, whether finished or unfinished, shall become the property of County, including, any patent rights with respect to any discovery or invention which arises or is developed in the course of or under this Agreement, and shall be delivered by Town to the Contract Administrator within seven (7) days after

termination of this Agreement by either party. Any compensation due to Town shall be withheld until all documents are received as provided herein. Town shall ensure that the requirements of this section are included in all agreements with its Subcontractors.

12.2 Equal Employment Opportunity. No party to this Agreement may 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. Town shall include the foregoing or similar language in its contracts with any 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. Town shall comply with all applicable requirements of Chapter 119, Florida Statutes, including the requirements of Section 119.0701.

12.4 Audit Rights and Retention of Records. County shall have the right to audit the books, records, and accounts of Town and its Subcontractors that are related to this Agreement. Town and its Subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement and performance thereunder. All such books, records, and accounts of Town and its Subcontractors 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, Town or its Subcontractors shall make same available in written form at no cost to County.

Town and its Subcontractors shall preserve and make available, at reasonable times for examination and audit by County, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for a minimum of four (4) years after the expiration or earlier termination of this Agreement, or until resolution of any audit findings, whichever is longer. In addition, Town must comply with the records retention requirements set forth in 24 C.F.R. Part 570.502(7)(i). County audits and inspections pursuant to this section may be performed by any County representative (including any outside representative engaged by County). County reserves the right to conduct such audit or review at Town's place of business, if deemed appropriate by County, with seventy-two (72) hours' advance notice.

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 in accordance with this section discloses overpricing or overcharges to County of any nature by Town in excess of five percent (5%) of the total contract billings reviewed by County, the reasonable actual cost of County's audit shall be reimbursed to County by Town in addition to making adjustments for the overcharges. Any adjustments and/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 Town.

Town shall ensure that the requirements of this section are included in all agreements with its Subcontractors performing services for the Project.

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 either County or Town nor shall anything included herein be construed as consent by either County or Town to be sued by third parties in any matter arising out of this Agreement. Both County and Town are political subdivisions as defined in Section 768.28, Florida Statutes, and each shall be responsible for the negligent or wrongful acts or omissions of their employees pursuant to Section 768.28, Florida Statutes.

12.6 Independent Contractor. Town is an independent contractor under this Agreement 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 Town nor its agents shall act as officers, employees, or agents of County. Town 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 Town nor County intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and no third party shall be entitled to assert a claim against either of them based upon this Agreement.

12.8 Notices. In order for a 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 e-mail, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). The addresses for notice shall remain as set forth in this section unless and until changed by providing notice of such change in accordance with the provisions of this section. All documentation or payments required to be provided under this Agreement shall also be made at the address provided in this section.

For County:

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

For Town:

Agatha Muse-Salters, Town Manager
Town of Pembroke Park
3150 S.W. 52nd Avenue
Pembroke Park, Florida 33023
Email address:
amusesalters@townofpembrokepark.com

12.9 Assignment. Except for subcontracting approved in writing by County at the time

of its execution of this Agreement or any written amendment hereto, neither this Agreement nor any right or interest herein may be assigned, transferred, subcontracted, or encumbered by Town without the prior written consent of County. If Town violates this provision, County shall have the right to immediately terminate this Agreement.

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 herein is substantial and important to the formation of this Agreement, and each is, therefore, a material term of this Agreement. 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 of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the waiving party.

12.11 Compliance with Laws. Town and the Project shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations, including the Rules and Regulations of HUD, and any related federal, state, or local laws, rules, and regulations.

12.12 Severability. In the event 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 hereto 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 the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" 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 of the subsections of such section, 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.

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 of Articles 1 through 12 of this Agreement, the provisions contained in Articles 1 through 12 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 CDBG 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 United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, TOWN AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

12.17 Amendments. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by duly authorized representatives of County and Town. The County Administrator is hereby authorized to execute amendments that extend the term of the Agreement or that change the Project, so long as the Project, as amended, consists of eligible activities under 24 C.F.R. Part 570. 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 Town's expenditures of CDBG Funds, provided such changes do not result in an increase in the total amount of the CDBG 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 and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document.

12.19 Payable Interest.

12.19.1 Payment of Interest. County shall not be liable to pay any interest to Town for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Town waives, rejects, disclaims, and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement. This paragraph shall not apply to any claim for interest, including for post-judgment interest, if such application would be contrary to applicable law.

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 Town to indemnify and insure, any representations and warranties of Town, 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 Remedies. In the event of termination for cause, County may pursue any remedies available to it at law or in equity, including, without limitation, damages, specific performance, and criminal remedies.

12.23 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 agency, 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.

12.24 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.

12.25 Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

12.26 Use of County Logo. Town shall not use County's name, logo, or otherwise refer to this Agreement in any marketing or publicity materials without the prior written consent of County.

[Remainder of page left intentionally blank]

IN WITNESS WHEREOF, the Parties have made and executed this Agreement:
BROWARD COUNTY, through the County Administrator, authorized to execute same by
action of the Board on the ___ day of _____, 20__ (Agenda Item No. ___), and
Town of Pembroke Park, signing by and through its _____, duly
authorized to execute same.

COUNTY

WITNESSES:

BROWARD COUNTY, by and through its
County Administrator

Signature

By: _____
Bertha Henry

Print Name

____ day of _____, 20__

Signature

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

Print Name

By: _____
Sara F. Cohen (Date)
Assistant County Attorney

By: _____
Annika E. Ashton (Date)
Deputy County Attorney

SC
45th Year CDBG- Pembroke Park (Capital)
11/22/2019
#481827

AGREEMENT BETWEEN BROWARD COUNTY AND TOWN OF PEMBROKE PARK
FOR FUNDING AND ADMINISTRATION OF 45TH YEAR COMMUNITY
DEVELOPMENT BLOCK GRANT PROGRAMS FOR ADA RESTROOMS
CONSTRUCTION

TOWN

ATTEST:

TOWN OF PEMBROKE PARK

By: _____
Town Clerk (SEAL)

By: _____
Mayor

____ day of _____, 20__

By: _____
Town Manager

____ day of _____, 20__

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

By: _____
Town Attorney

EXHIBIT A

PROJECT DESCRIPTION

Project Name: Raymond P. Oglesby Preserve ADA Restroom Construction

Project Description

CDBG Funds in the amount of Sixty-one Thousand Five Hundred Eight Dollars (\$61,508) shall be used by Town to contract with a construction contractor for the provision of infrastructure improvements related to Town's Raymond P. Oglesby Preserve Restroom.

The Project is for the construction of one (1) pre-fabricated ADA-compliant 2-cabin unisex restroom building, complete with sewer and electrical connections; concrete floor and walls; ADA-designed doors; toilets, and sinks; electrical hand dryers; and a water drinking fountain within the Raymond P. Oglesby Preserve located at 3115 SW 52nd Avenue, Pembroke Park, FL.

The Project is located in Census Tract 1008.02, Block Group 2.

CDBG HUD National Objective: 24 C.F.R. Part 570.208(a)(1), Area Benefit Activities

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) NON-CDBG TOWN	Total
A.	Personnel	-	\$ 3,000	\$ 3,000
B.	Fringe Benefits	-	-	-
C.	Travel	-	-	-
D.	Equipment	-	-	-
E.	Supplies	-	-	-
F.	Contractual Services	-	-	-
G.	Construction	\$ 61,508	\$ 38,932	\$ 100,440
H.	Other	\$	\$ 2,000	\$ 2,000
I.	Total	\$ 61,508	\$ 43,932	\$ 105,440

BUDGET NARRATIVE

The Budget Narrative statements below provide a detailed justification for each cost category shown in the budget table for both CDBG Funds and Non-CDBG funding sources utilized in financing the Project.

CDBG Funds: \$61,508

Construction:

Town shall contract for construction of one (1) prefabricated ADA-compliant 2-cabin unisex restroom building, complete with sewer and electrical connections; concrete floor and walls; ADA-designed doors; toilets, and sinks; electrical hand dryers; and a water drinking fountain.

Non-CDBG Funds: \$43,932

Personnel & Fringe: **\$3,000**

Town staff shall procure and supervise the construction contractor hired to perform the construction of the Project.

Construction: **\$38,932**

Town shall provide the remaining balance for the construction of one (1) ADA-compliant 2-cabin restroom building in the amount of **\$24,740**, and **\$14,192** for the building foundation and site preparation prior to construction of one (1) ADA-compliant 2-cabin restroom building.

Other: **\$2,000**

Advertising and related costs.

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 Town's overall employee compensation structure. Town'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 and Community Redevelopment 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, 2019	December 31, 2019
Advertise, Pre-Bid Meeting, and Bidding	January 1, 2020	February 28, 2020
Bid Opening, Selection, and Award	March 1, 2020	April 30, 2020
Construction Contract Execution, Pre-Construction Meeting, and Construction	May 1, 2020	July 31, 2020
Punch list Items	July 31, 2020	August 31, 2020
Completion of Construction	August 31, 2020	September 30, 2020
Quarterly Progress Reports and Final Report	October 1, 2019	September 30, 2020

EXHIBIT D

QUARTERLY PROGRESS REPORT

Reporting Period: _____

Date Report Prepared: _____

A. Project Information

Agency Name	
Person Preparing the Report	
Job Title	
Signature	
Fiscal Year (FY)	
Project Name	
Project Start-Up Date	
Project Completion Date	
Amended Completion Date (if applicable)	

B.1. Project Cost

		Funding Expended to Date	Percentage
Total Project Cost	\$	\$	%
CDBG Funds	\$	\$	%
Non-CDBG Funds (specify funding source here)	\$	\$	%

B.2. Declaration of Agency Budget Changes

Program Income Amount: _____
Source of Program Income: _____
FY of the Program Income: _____

B.3. Other Grant Awards

Dates: _____
Dollar Amount (s): _____
Funding Source(s): _____
Funding Contract Person(s): _____

B.4. Describe attempts to secure additional funding:

B.5. Anticipated changes in staffing:

Start date of staffing change: _____
Office hours: _____
Resignations: _____
Part-time or Full-time employee: _____
Impact on Project: _____

C.1. Describe specific Work Tasks and their status for this reporting period:

Work Tasks	Status (e.g. Underway, Completed, Delayed, etc.)

C.2. Describe success or problems encountered with the Project:

C.3. Describe anticipated problems or concerns with the Project. Please identify if technical assistance is needed and/or request assistance from the Housing Finance and Community Redevelopment Division (HFCRD) staff.

C.4. Anticipated advertisements and/or contractual services. If applicable, has the appropriate HFCRD staff has been notified and appropriate steps were take to assure compliance?

C.5. Please complete the information in the Direct Benefit Form for this reporting period and Year to Date (YTD).

Direct Benefit Form (instructions)

To report about Capital Improvement Activities, please fill out Section 4 only.

To report about Public Service Activities, please fill out Sections 1-3 and 5. Please provide a list of numbered unduplicated Program Participants on a separate page ¹.

To report about Housing Activities, please fill out Sections 1-3 **and** all parts of Section 6 **or** all parts of Section 7.

Indicate if counting persons or households (for Housing Activities). Only unduplicated counts should be provided.	Total number served this reporting period	Total number served year to date (YTD)
1. Ethnicity Data (Required)		
Hispanic		
Non-Hispanic		
1. Total		
Identify below the race of all of Program Participants counted in Section 1 above; identify for "this reporting period" and "YTD" as well as Hispanic and Non-Hispanic.		
2. Racial Data (Required)	Non-Hispanic	Hispanic
1. White		
2. Black/African American		
3. Asian		
4. American Indian/Alaskan Native		
5. Native Hawaiian or other Pacific Islander		
6. American Indian/Alaskan Native and White		
7. Asian and White		
8. Black/African American and White		
9. American Indian/Alaskan Native and Black/African American		
10. Other Multi-Racial		
2. Total		
Number of Program Participants in Section 3 below should equal to Section 1 and 2 above.		
3. Income Data (Required)	Total number served this reporting period	Total number served year to date (YTD)
Extremely Low Income < or = 30% of area median		
Very Low Income < or = 50% of area median		
Low Income < or = 80% of area median		
Non-Low Income > 80% of area median		
3. Total		
4. Census Tract Served (Required for Capital Projects only)		
5. Public Services: (Required)	Total number served this reporting period	Total number served year to date (YTD)
Number of persons who have <u>new access</u> to this service or benefit		
Number of persons who have <u>improved access</u> to this service or benefit		
Number of persons who receive a service or benefit that is <u>no longer substandard</u>		
5. Total		

¹ This list is for Public Service Activities only. The list should provide, at minimum, each participant's Full Name, Address, City, and Age as well as Funding Year, Sub-Recipient's name, Program Name, and date the Participant registered for the program. Please sort by month of registration. Do not send copies of IDs. Keep copies of IDs for your records.

Direct Benefit Form for Housing Activities only

Applicable if implementing Rehab Activity:

6. Rehab/Minor Home Repair Program Data (Required)		Total number served year to date (YTD) - fill in details below	
Households Assisted (information as shown in Broward County Property Appraiser's records²)			
Full Name	Full Address	Construction Cost Assistance/ County Mortgage Amount \$	
1.			
2.			
3.			
and so on...			
6. Total Households Served		Total Assistance \$	
<i>Please indicate Income Data below for each served Household:</i> Extremely Low Income < or = 30% of area median, Very Low Income < or = 50% of area median, Low Income < or = 80% of area median, or Non-Low Income > 80% of area median. <i>The data in Sections 6-a, 6-b, 6-c, and 6-d below is referring to the units reported about in Sections 6 and Sections 1-3 on the previous page.</i>			
6a. Income Data for Rehab/Minor Home Repair Program (Required)			
1.			
2.			
3.			
and so on...			
6-b. LEAD PAINT Reporting: Units Rehabilitated/Repaired under this grant (Required)		Total number of units year to date (YTD) - fill in details below	
Housing constructed before 1978			
Exempt: housing constructed in 1978 and later			
No paint has been disturbed during rehab/repair			
Otherwise exempt: (Please explain exemption in writing)			
6-b. Total			
6-c. Units that needed Lead Hazard Remediation Action (Required)		Total number of units year to date (YTD) - fill in details below	
Lead Safe Work Practices [24 CFR 35.930(b)] (Hard Cost less than \$5,000)			
Interim Controls or Standard Practices [24 CFR 35.930(c)] (Hard Cost \$5,000-\$25,000)			
Abatement [24 CFR 35.930 (d)] (Hard Cost more than \$25,000)			
6-c. Total			
6-d. Other Rehab Data (Required)		Total number of units year to date (YTD) - fill in details below	
Units occupied by Seniors (62 years old and over)			
Units changed from sub-standard to standard conditions (HQS or local codes)			
Units made accessible			
6-d. Total			

² Please attach Broward County Property Appraiser's (BCPA.net) Property Search printout for each served household reported

Direct Benefit Form for Housing Activities only

Applicable if implementing Down Payment Assistance Activity:

7. 1st Time Homebuyer Program/Down Payment Assistance Program Data (Required)		Total number served year to date (YTD) - fill in details below	
<i>Homeowners Assisted</i>			
Full Name	Full Address	Down Payment Assistance	
1.			
2.			
3.			
and so on...			
7. Total Households Served		Total Assistance \$	
Please indicate Income Data below for each served Household: Extremely Low Income < or = 30% of area median, Very Low Income < or = 50% of area median, Low Income < or = 80% of area median, or Non-Low Income > 80% of area median The data in Section 7-a below is referring to the units reported about in Sections 8 above and Sections 1-3 previously.			
7-a. Income Data for 1st Time Homebuyer Program/Down Payment Assistance Program Data (Required)			
1.			
2.			
3.			
and so on...			

D. Program Objectives

*Work Tasks	Projected Yearly Total Performance	Quarterly Progress	Progress Yr-To-Date	Supporting Documentation
Design Plans and Specifications	1			Copies of design plans and specifications
Advertise, Pre-Bid Meeting, and Bidding	1			Copy of advertisement, minutes, and pre-bid meeting sign-in sheets
Bid Opening, Selection, and Award	1			Copy of bid tabulations, and recommendation of award letter; Award Letter
Construction Contract Execution, Pre-construction Meeting, and Construction	1			Copy of executed construction contract, pre-construction meeting minutes/sign-in sheets, and construction progress/inspection reports
Punch list Items	1			Copy of punch list items
Completion of Construction	1			Final invoice and supporting documentation from TOWN's construction contractor; sealed/signed original As-built Plans; Lien Releases, and Before & After Pictures
Quarterly Progress Reports and Final Report	Minimum 4 Progress Reports			Reports and invoices with supporting documentation

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

EXHIBIT E
REQUEST FOR PAYMENT

Community Development Block Grant Program
_____ Year Program

Contract Period: October 1, 2019 to September 30, 2020

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 Expenditures Up to Last Billing	Expenditures This Billing	Total Expenditures To Date
A. Project Costs			
Salary and Fringes			
Contractual			
Construction (Retainage)			
Construction (All other construction costs)			
Other Project Costs			
Total Expenditures			
Funds Obligated: (By Funding Agreement)			
Balance			
B. In-kind			

7. Details of Request for Payment (Attach copies of Invoices, Other Applicable Documentation)			
Vendor Name	Invoice # (If Applicable)	Description of Service	Amount

Total Request for Reimbursement \$ _____

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 Agreement for the Project are satisfactory and are consistent with the amount billed.

Signature and Title of Authorized Official

Date

AGENDA ITEM REPORT



To: Town Manager
Subject: Execution of 45th Year CDBG - ADA Restroom Construction
Meeting: SPECIAL COMMISSION MEETING - Dec 18 2019
Department: Public Works
Staff Contact: Myriam Jacques, Public Services Assistant Director

BACKGROUND INFORMATION:

This is an FY19-20 45th Year Community Development Block Grant Programs (CDBG) application to start another Agreement between Broward County and Town of Pembroke Park for funding of the construction of an ADA-compliant restroom building at the Preserve. This building will be located on the northeast corner of the park near the Town sewer line. The Town requested CDBG Funds in the amount of \$61,672 to be used by Town to contract with a manufacturer to construct the building. Broward County has approved \$61,508 for the project. The Town will be responsible for up to \$43,932 to prepare the site prior to commencement of construction, and for project management tasks.

The number of restrooms within the Raymond P. Oglesby Preserve and Ryan Park is insufficient, and the existing restrooms do not meet current ADA building codes. The costs for a renovated building is extremely high, and even this alternative would not address the need for facilities on the east side of the park. In addition, renovating the existing restrooms would not qualify for the CDBG funding sources. As an alternative to retrofitting the existing building, the Town is proposing the construction of an ADA compliant 2-cabin restroom. This new ADA-compliant restroom facility is needed within the park to service all age groups, particularly persons with disabilities and younger residents.

FINANCIAL IMPACT:

19-20 FY. Town Cost Share with CDBG estimated not to exceed \$43,768 for project management, construction inspections, and legal counsel. The cost could be significantly lower with bidding and a built-in place structure.

POLICY IMPLICATIONS:

The Town Commission has authorized the Town Staff to start looking at options to replace the Park's Building. If and when the building is removed and replaced, this added ADA restroom would be used since there will be no other restroom facilities for an extended period of time. This project would also provide restroom facilities on the east side of the park where most of the playground equipment is located. Security cameras could be added to the new light poles to increase safety.

RECOMMENDATION:

Execution of Agreement

ALTERNATIVES:

Renovation of the existing facility. But, the current building needs major renovations or replacement. If funds are expended on repairs to the existing facility it would take several months to reprogram the money, and all costs must be borne by the Town.

ATTACHMENTS:

[45 YR - CDBG - Pembroke Park - Award Letter & Exhibits](#)

	Status:
Todd Larson, Public Works Service Director	Pending
Finance director, Finance & Budget Director	None
Newall J. Daughtrey, Assistant Town Manager	None
Agatha Muse-Salters, Town Manager	None



**AGREEMENT BETWEEN BROWARD COUNTY AND TOWN OF PEMBROKE PARK
FOR FUNDING AND ADMINISTRATION OF 45TH YEAR COMMUNITY
DEVELOPMENT BLOCK GRANT PROGRAMS
FOR ADA RESTROOMS CONSTRUCTION**

This Agreement ("Agreement") is made and entered by and between Broward County, a political subdivision of the State of Florida ("County"), and Town of Pembroke Park, a municipal corporation of the State of Florida ("Town") (collectively referred to as the "Parties").

RECITALS

A. County is a recipient of Community Development Block Grant ("CDBG") funds from the United States Department of Housing and Urban Development ("HUD").

B. On _____, (Agenda Item No. ____), the Broward County Board of County Commissioners authorized CDBG funding to Town in the amount of Sixty One Thousand Five Hundred Eight Dollars (\$61,508) to fund ADA Restrooms Construction in Town, under the terms more specifically described herein.

C. 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.

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

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

1.3 **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.

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

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

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

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

1.8 **Project** means the project provided and implemented by Town, as described in Exhibit A to this Agreement.

1.9 **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 Program, as amended from time to time, and which are incorporated herein by reference.

1.10 **Subcontractor** means an entity or individual providing services to Town for all or any portion of the Project. The term "Subcontractor" shall include all subconsultants.

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	Quarterly Progress Report
Exhibit E	Request for Payment

ARTICLE 3. PROJECT

3.1 Town shall provide and implement ADA Restrooms Construction in Town as outlined in Exhibit A attached hereto.

3.2 All activities funded with CDBG Funds must meet one of the 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. Town 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 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 Town must comply with the Project Timeline set forth in Exhibit C. If Town 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. 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, Town shall promptly furnish to County such records and information requested by County related to the Project.

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

3.4.3 Town shall provide County with quarterly progress reports in substantially the form provided in Exhibit D, attached hereto or such other form as may be provided to Town by County, in County's discretion ("Quarterly Progress Reports"). The Quarterly Progress Reports must be submitted to County no later than the tenth (10th) calendar day following the end of the preceding quarter, provided that, if such date is a Saturday, Sunday, or holiday, the Quarterly Progress Report may be submitted on the business day immediately following such Saturday, Sunday, or holiday. For purposes of the Quarterly Progress Reports, the quarters shall be as follows: First quarter - October 1 through December 31; Second quarter - January 1 through March 31; Third quarter - April 1 through June 30; Fourth quarter - July 1 through September 30.

3.4.4 In addition to the Quarterly Progress Reports, Town 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.

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

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

3.6.1 Town shall provide the Contract Administrator with a copy of all agreements and correspondence between Town and the Subcontractor, and any

correspondence related thereto, prior to the execution of any agreement between Town and the Subcontractor.

3.6.2 Town'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. Town'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 Town schematic design documents consisting of drawings and other documents illustrating the scale and relationship of Project components ("Schematic Design Documents"). Town must provide the Contract Administrator with a copy of the approved Schematic Design Documents. Additionally, the Subcontractor shall submit to Town a written statement of probable construction cost based on current area, volume, or other unit costs. The Subcontractor must comply with all applicable codes, ordinances, rules, regulations, and requirements of governmental authorities applicable to the Project
- b. Design Development. The Subcontractor shall prepare and submit for approval by Town, 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"). Town 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. Town shall provide a copy of the final Contract Documents to the Contract Administrator promptly after the Contract Documents are fully executed.

3.6.3 Town'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 federal, state, and local law, including applicable building codes. The Project also includes all Project site preparations, including but not limited to pre-inspection, 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 Town 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, Town shall provide the associated deliverable and shall submit an invoice for payment utilizing

the form provided in Exhibit E.

- 3.8 Town 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"). Town 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. Town shall not make any changes or modifications to the Construction Schedule furnished to County without County's prior approval.
- 3.9 Town shall submit written notification to County of all pre-bid 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 Town under this Agreement.
- 3.12 If Town 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 Town, 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 CDBG Funds for the Project. It shall be Town's responsibility to notify County promptly in writing whenever Town 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 Town shall notify County at least forty-eight (48) hours in advance of the date that work on the Project will be initiated in order to allow for on-site inspections to be conducted by County.
- 3.15 Town shall meet or exceed the standards described in Exhibit A, and all applicable codes, ordinances, statutes, 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 THE USE OF THE FUNDS**

- 4.1 The maximum amount payable to Town under this Agreement shall be Sixty-one Thousand Five Hundred Eight Dollars (\$61,508). This Agreement is subject to the availability of CDBG Funds, as more specifically described in Articles 4 and 11. No County funds shall be payable under this Agreement.
- 4.2 If Town is in compliance with the applicable Rules and Regulations of HUD and the terms of this Agreement, including the procedures for invoices and payments set forth in this article, County shall reimburse Town 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 CDBG Funds to Town if Town is not in compliance with the terms of this Agreement or for any Project expenses sought to be reimbursed by Town that are not eligible for reimbursement under the Rules and Regulations of HUD.
- 4.3 Town 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, together with the following supporting documentation:
 - 4.3.1 Documentation of costs associated with any Town personnel providing any 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 Town document authorizing the work, services, activities, or materials for which Town 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 Town's engineer, architect, or administrator or manager of the Project, as applicable;
 - 4.3.6 A certification from Town's administrator or the administrator's authorized representative certifying that the work, services, or 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 Quarterly Progress Report, utilizing the form provided in Exhibit D; and

4.3.8 For reimbursement of any retainage paid by Town, Town 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 135, 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 4.3, 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 Town if Town 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 Town 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 Town shall disclose to County any and all third-party funding, whether public or private, for the Project. No CDBG Funds shall be used to supplant existing third-party funding.
- 4.6 Town 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 Town within thirty (30) calendar days after receipt of Town'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. To be deemed proper, all invoices must comply with the requirements set forth in this Agreement, including the requirements of Section 4.3. Payment may be withheld for failure of Town to comply with any term, condition, or requirement of this Agreement or the Rules and Regulations of HUD.
- 4.8 Town shall expend the CDBG Funds allocated to the Project by the end of the term of this Agreement. All CDBG 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 CDBG 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 Quarterly Progress Reports, including 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 Town pursuant to this section, County shall specify the actions that must be taken by Town as a condition precedent to resumption of payments and specify a reasonable date by which Town must take such actions.
- 4.10 At the sole discretion of the Contract Administrator, unexpended CDBG Funds not provided to or reimbursed to Town under the terms of this Agreement may be reallocated by County to other CDBG Program projects approved for funding by the Board.

- 4.11 Any CDBG Funds paid to Town in excess of the amount to which Town is finally determined to be entitled to under this Agreement shall be repaid to County within a reasonable period after demand, and if not paid, County may make an administrative offset against other requests by Town for reimbursements.
- 4.12 Town shall invoice all Subcontractor fees, whether paid on a "lump sum" or other basis, with no markup. All Subcontractor fees shall be billed in the actual amount paid by Town.
- 4.13 Notwithstanding any provision in this Agreement to the contrary, County shall not be required to reimburse Town any CDBG 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 Town to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the Contract Administrator, or due to Town's failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by County.
- 4.14 Notwithstanding any provision in this Agreement to the contrary, in the event County is required to repay HUD any 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, Town must repay County such CDBG Funds in accordance with the repayment provisions set forth in Section 9.5 of this Agreement.

ARTICLE 5. INDEMNIFICATION

5.1 To the extent permitted by law, and without either party waiving its sovereign immunity or any limits established by Section 768.28, Florida Statutes, Town shall indemnify, hold harmless, and defend County and all of County's officers, agents, servants, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and caused or alleged to be caused, in whole or in part, by any intentional, reckless, or negligent act or omission of Town, its officers, employees, agents, or servants, arising from, relating to, or in connection with this Agreement (collectively, a "Claim"). In the event any Claim is brought against an Indemnified Party, Town shall, upon written notice from County, defend each Indemnified Party against each such Claim by counsel satisfactory to County or, at County's option, pay for an attorney selected by the County Attorney to defend the Indemnified Party. To the extent considered necessary by the Contract Administrator and the County Attorney, any sums due Town under this Agreement may be retained by County until all

Claims subject to this indemnification obligation have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by County. Nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement or any other contract. The obligations of this section shall survive the expiration or earlier termination of this Agreement.

5.2 For construction-related activities. To the extent permitted by law, and without either party waiving its sovereign immunity or any limits established by Section 768.28, Florida Statutes, Town shall indemnify and hold harmless County, its 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 Town and persons employed or utilized by Town in the performance of this Agreement. To the extent considered necessary by Contract Administrator and County Attorney, any sums due Town 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 term of this Agreement.

ARTICLE 6. INSURANCE

6.1 Town 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, Town must provide County with written verification of liability protection that meets or exceeds any requirements of Florida law. If Town holds any excess liability coverage, Town must ensure that Broward County is named as an additional insured and certificate holder under such excess liability policy and provide evidence of same to County.

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

6.4 In the event Town contracts with a Subcontractor to provide any of the services for the Project, Town shall require that each Subcontractor procure and maintain insurance coverage that adequately covers each Subcontractor's exposure based on the services provided by that Subcontractor. Town must ensure that all such Subcontractors name "Broward County" as an additional insured and certificate holder under the applicable insurance policies. Town shall not permit any Subcontractor to provide services for the Project until the insurance requirements of the Subcontractor under this section are met. If requested by County, Town shall furnish evidence of insurance of all such

Subcontractors.

6.5 County reserves the right, but not the responsibility, to periodically review any and all insurance policies and to reasonably adjust the limits and/or types of coverage required herein, from time to time throughout the term of this Agreement.

ARTICLE 7. REPRESENTATIONS AND WARRANTIES

7.1 Town 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 Town, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal 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, Town 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 The language of this section shall be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all subgrantees shall be required to certify and disclose accordingly.

7.2 In accordance with Section 519 of the Department of Veterans Affairs and Housing and Urban Development, and Independent Agencies Appropriations Act, 1990 (Public Law 101-144) and Section 906 of the Cranston-Gonzalez National Affordable Housing Act (Public Law 101-625), which amended Title I of the Housing and Community Development Act of 1974, Town represents and warranties that it has adopted and is enforcing policies within its jurisdiction that:

7.2.1 Prohibit the use of excessive force by law enforcement agencies against any individuals engaged in nonviolent civil rights demonstrations; and

7.2.2 Enforce applicable State and local laws that prohibit any action that physically bars an entrance to or exit from, a facility or location where a

nonviolent civil rights demonstration is being conducted.

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

7.4 Breach of Representations. In entering into this Agreement, Town acknowledges that County is materially relying on the representations and warranties of Town stated in this article. County shall be entitled to recover any damages it incurs to the extent any such representation or warranty is untrue. In addition, if any such representation or warranty is false, County shall have the right, at its sole discretion, to terminate this Agreement without any further liability to Town, to deduct from CDBG Funds due to Town under this Agreement the full amount of any value paid in violation of a representation or warranty, or to recover all CDBG Funds paid to Town under this Agreement.

ARTICLE 8. GENERAL COMPLIANCE OBLIGATIONS

8.1 Town shall comply with all applicable federal, state, and county laws, ordinances, codes, and regulations relating to the use of CDBG 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. 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 Town shall comply with 2 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 Town, its officers, employees, or agents shall be disclosed in writing to County.

8.3 Town shall use its own procurement procedures for the procurements of property and services. Town'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.

8.4 Town shall comply with the requirements set forth in County's "Procedures Manual for Subrecipients," as may be amended from time to time, and incorporated herein by reference. County will provide Town with a copy of the manual and any amendments

thereto.

8.5 Town shall not use CDBG 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.

8.6 Town shall not use CDBG 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.

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

8.8 Town 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:

8.8.1 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 Town receives federal financial assistance.

8.8.2 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, and 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.

8.8.3 Executive Order 11063, as amended by Executive Order 12259 (Equal Opportunity in Housing Programs) and implementing regulations at 24 C.F.R. Part 107.

8.8.4 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 Town receives federal financial assistance.

8.8.5 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 Town receives financial federal assistance.

- 8.8.6 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.
- 8.8.7 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.
- 8.8.8 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 135, as applicable), which provides for training, employment, contracting, and other economic opportunities for low- and very low-income persons.
- 8.8.9 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.).
- 8.8.10 The prohibitions set forth in 2 C.F.R. Part 2424 relating to the use of debarred, suspended, or ineligible contractors and participants.
- 8.8.11 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.
- 8.8.12 The Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4852d) 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), Town does not assume County's environmental responsibilities described in 24 C.F.R. Part 570.604, or County's responsibility for initiating the review process under the provisions of 24 C.F.R. Part 52.

8.9 Town shall comply with the recordkeeping and reporting requirements under this Agreement, 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, and

24 C.F.R. Part 5.168, as applicable, to enable County to comply with its recordkeeping and reporting requirements set forth in 24 C.F.R. Part 570.

8.10 In addition to the reversion of assets requirements set forth in Section 9.7, property, equipment, and supplies acquired with CDBG 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 Town has requested disposition instructions.

8.11 Town 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 Agency regulations (40 C.F.R. Part 32) if CDBG Funds expended under this Agreement exceed One Hundred Thousand Dollars (\$100,000).

8.12 Town 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 (Public Law 94-163, 89 Statute 871).

8.13 In addition to the audit rights, and retention of records requirements set forth in Section 12.4, Town 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 Town, 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.

8.14 If applicable, Town shall comply, and ensure that all Subcontractors comply, with the Section 3 clause requirements that follow, including the requirement to include the following language set forth in 24 C.F.R. Part 135.38 verbatim, in accordance with the provisions under 24 C.F.R. Part 135. References in the language below to "contract" shall mean this Agreement, or any subcontract entered into pursuant to this Agreement, and references to "contractor" shall mean Town or its subcontractors:

8.14.1 The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

- 8.14.2 The parties to this contract agree to comply with HUD's regulations in 24 C.F.R. Part 135, which implement Section 3. As evidenced by their execution of this contract, the Parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- 8.14.3 The contractor agrees to send to each labor organization or representative of workers with which contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- 8.14.4 The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the Subcontractor is in violation of the regulations in 24 C.F.R. Part 135. The contractor will not subcontract with any Subcontractor where the contractor has notice or knowledge that the Subcontractor has been found in violation of the regulations in 24 C.F.R. Part 135.
- 8.14.5 The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 C.F.R. Part 135.
- 8.14.6 Noncompliance with HUD's regulations in 24 C.F.R. Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD-assisted contracts.
- 8.14.7 With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of

contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

8.15 Town 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.

8.16 In addition to the equal employment opportunity requirements set forth in Section 12.2, Town 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."

8.17 In the event there is any construction work over Two Thousand Dollars (\$2,000) financed in whole, or in part, with CDBG Funds under this Agreement, Town 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 Town 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)(3), with the exception of the requirements set forth in 2 C.F.R. Part 200, Subpart F, Audit Requirements, in the event 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 Town 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 Town. All CDBG 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 Town shall use CDBG 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 Town shall budget and expend all CDBG Funds provided by County under this Agreement in accordance with County's "Procedures Manual for Subrecipients."

9.5 In addition to County's right to terminate this Agreement in accordance with Article 11, Town shall be required to repay to County, in County's sole discretion, any CDBG 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:

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

9.5.2 Any CDBG Funds expended by Town, or any of its Subcontractors, in violation of this Agreement.

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

In the event Town is required to repay County any CDBG Funds pursuant to this section, Town 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 Town, or reduce Town's obligation to repay County by making an administrative offset against any request for payment. County, in its sole discretion, may reallocate any funds Town repays to County pursuant to the terms of this Agreement to other eligible CDBG Program projects. This provision shall survive the expiration or earlier termination of this Agreement.

9.6 Town 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 Town after the Effective Date (as defined in Article 10) that was generated under this Agreement or any prior fiscal year CDBG Program funding agreement with County shall be returned to County in accordance with 24 C.F.R. Part 570.503(b) and 24 C.F.R. Part 570.504, relating to Program Income under the CDBG Program. Unless otherwise provided in any Rules and Regulations of HUD, County may reallocate the Program Income to Town's CDBG funding award in County's next CDBG Program funding cycle, subject to the retention of a twenty percent (20%) administrative fee payable to County.

9.7 Real Property; Reversion of Assets. Town 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:

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

9.7.2 Real property under Town's control that was acquired or improved, in whole or in part, with CDBG Funds in excess of Twenty-five Thousand Dollars (\$25,000) shall be used to meet one of the 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. In the event Town fails to use CDBG Program-assisted real property in a manner that meets a CDBG national objective for the prescribed period of time, Town shall pay County an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non CDBG Program funds for acquisition of, or improvement to, the property. Such payment shall constitute Program Income to County.

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

ARTICLE 10. TERM OF AGREEMENT

The term of this Agreement shall commence retroactively on October 1, 2019 ("Effective Date") and shall end on September 30, 2020, unless terminated earlier or extended pursuant to the terms of this Agreement. Town may submit a written request for an extension to the term of this Agreement to the Contract Administrator no less than one hundred and twenty (120) days prior to the expiration date of 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 Program funding from HUD. In the event that HUD terminates, suspends, discontinues, or substantially reduces the CDBG Funds available for the Project activity under this Agreement, as determined in County's sole discretion, County may terminate this Agreement upon Town's receipt from County of no less than twenty-four (24) hours' notice.

11.2 Termination for Cause.

11.2.1 This Agreement may be terminated for cause by County, at the discretion of and through the County Administrator, if Town fails to comply with any terms under 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 Town with an opportunity to appeal the action, and a copy of the appeal process shall be attached to the notice. Town may file an appeal within five (5) days after receipt of County's notice of termination.

11.2.2 Termination for cause by County may include but is not limited to: (i) Town's failure to meet any of the project deadlines set forth in Exhibit C, within forty-five (45) days after the applicable deadline; (ii) Town's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices; (iii) Town's failure to comply with applicable federal, state, or local law or regulations, including the Rules and Regulations of HUD; (iv) Town's failure to repay County as provided for in Section 9.5; (v) Town's failure to comply with the monitoring and reporting requirements of this Agreement, including the requirements of Section 3.4; (vi) Town's material breach of the representations and warranties set forth in Article 7; or (vii) Town's contracting with a Subcontractor 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. This Agreement may also be terminated for cause by County if a Subcontractor is a "scrutinized company" pursuant to Section 215.473, Florida Statutes, if a Subcontractor is placed on a "discriminatory vendor list" pursuant to Section 287.135, Florida Statutes, or upon the occurrence of any of the grounds set forth in Section 287.135, Florida Statutes.

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

If County erroneously, improperly, or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

11.3 Termination for Convenience. This Agreement may be terminated for convenience by either party, which termination date shall be not less than thirty (30) days after the date

of such written notice. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances in the event the County Administrator determines that termination is necessary to protect the public health, safety, or welfare.

11.4 In the event this Agreement is terminated for any reason, County may, in County's sole discretion, reimburse Town 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 Town 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 Town or Subcontractor on Town's behalf, for Project activities under this Agreement. Notwithstanding the above, Town 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 Town for any or all of the CDBG Funds requested by Town where County has determined that Town 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, which the County Administrator deems necessary to protect the public health, safety, or welfare may be verbal notice that shall be promptly confirmed in writing in accordance with the "Notices" section of this Agreement.

11.6 In the event this Agreement is terminated for any reason, any amounts due Town shall be withheld by County until all documents are provided to County pursuant to Section 12.1.

ARTICLE 12 - MISCELLANEOUS

12.1 Rights in Documents and Works. Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of County, and, if a copyright is claimed, Town grants to County and the Federal Government a nonexclusive license to use the copyrighted item(s) indefinitely, to prepare derivative works, and to make and distribute copies to the public. In the event of termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by Town, whether finished or unfinished, shall become the property of County, including, any patent rights with respect to any discovery or invention which arises or is developed in the course of or under this Agreement, and shall be delivered by Town to the Contract Administrator within seven (7) days after

termination of this Agreement by either party. Any compensation due to Town shall be withheld until all documents are received as provided herein. Town shall ensure that the requirements of this section are included in all agreements with its Subcontractors.

12.2 Equal Employment Opportunity. No party to this Agreement may 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. Town shall include the foregoing or similar language in its contracts with any 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. Town shall comply with all applicable requirements of Chapter 119, Florida Statutes, including the requirements of Section 119.0701.

12.4 Audit Rights and Retention of Records. County shall have the right to audit the books, records, and accounts of Town and its Subcontractors that are related to this Agreement. Town and its Subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement and performance thereunder. All such books, records, and accounts of Town and its Subcontractors 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, Town or its Subcontractors shall make same available in written form at no cost to County.

Town and its Subcontractors shall preserve and make available, at reasonable times for examination and audit by County, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for a minimum of four (4) years after the expiration or earlier termination of this Agreement, or until resolution of any audit findings, whichever is longer. In addition, Town must comply with the records retention requirements set forth in 24 C.F.R. Part 570.502(7)(i). County audits and inspections pursuant to this section may be performed by any County representative (including any outside representative engaged by County). County reserves the right to conduct such audit or review at Town's place of business, if deemed appropriate by County, with seventy-two (72) hours' advance notice.

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 in accordance with this section discloses overpricing or overcharges to County of any nature by Town in excess of five percent (5%) of the total contract billings reviewed by County, the reasonable actual cost of County's audit shall be reimbursed to County by Town in addition to making adjustments for the overcharges. Any adjustments and/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 Town.

Town shall ensure that the requirements of this section are included in all agreements with its Subcontractors performing services for the Project.

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 either County or Town nor shall anything included herein be construed as consent by either County or Town to be sued by third parties in any matter arising out of this Agreement. Both County and Town are political subdivisions as defined in Section 768.28, Florida Statutes, and each shall be responsible for the negligent or wrongful acts or omissions of their employees pursuant to Section 768.28, Florida Statutes.

12.6 Independent Contractor. Town is an independent contractor under this Agreement 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 Town nor its agents shall act as officers, employees, or agents of County. Town 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 Town nor County intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and no third party shall be entitled to assert a claim against either of them based upon this Agreement.

12.8 Notices. In order for a 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 e-mail, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). The addresses for notice shall remain as set forth in this section unless and until changed by providing notice of such change in accordance with the provisions of this section. All documentation or payments required to be provided under this Agreement shall also be made at the address provided in this section.

For County:

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

For Town:

Agatha Muse-Salters, Town Manager
Town of Pembroke Park
3150 S.W. 52nd Avenue
Pembroke Park, Florida 33023
Email address:
amusesalters@townofpembrokepark.com

12.9 Assignment. Except for subcontracting approved in writing by County at the time

of its execution of this Agreement or any written amendment hereto, neither this Agreement nor any right or interest herein may be assigned, transferred, subcontracted, or encumbered by Town without the prior written consent of County. If Town violates this provision, County shall have the right to immediately terminate this Agreement.

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 herein is substantial and important to the formation of this Agreement, and each is, therefore, a material term of this Agreement. 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 of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the waiving party.

12.11 Compliance with Laws. Town and the Project shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations, including the Rules and Regulations of HUD, and any related federal, state, or local laws, rules, and regulations.

12.12 Severability. In the event 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 hereto 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 the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" 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 of the subsections of such section, 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.

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 of Articles 1 through 12 of this Agreement, the provisions contained in Articles 1 through 12 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 CDBG 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 United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, TOWN AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

12.17 Amendments. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by duly authorized representatives of County and Town. The County Administrator is hereby authorized to execute amendments that extend the term of the Agreement or that change the Project, so long as the Project, as amended, consists of eligible activities under 24 C.F.R. Part 570. 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 Town's expenditures of CDBG Funds, provided such changes do not result in an increase in the total amount of the CDBG 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 and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document.

12.19 Payable Interest.

12.19.1 Payment of Interest. County shall not be liable to pay any interest to Town for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Town waives, rejects, disclaims, and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement. This paragraph shall not apply to any claim for interest, including for post-judgment interest, if such application would be contrary to applicable law.

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 Town to indemnify and insure, any representations and warranties of Town, 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 Remedies. In the event of termination for cause, County may pursue any remedies available to it at law or in equity, including, without limitation, damages, specific performance, and criminal remedies.

12.23 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 agency, 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.

12.24 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.

12.25 Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

12.26 Use of County Logo. Town shall not use County's name, logo, or otherwise refer to this Agreement in any marketing or publicity materials without the prior written consent of County.

[Remainder of page left intentionally blank]

IN WITNESS WHEREOF, the Parties have made and executed this Agreement: BROWARD COUNTY, through the County Administrator, authorized to execute same by action of the Board on the ___ day of _____, 20__ (Agenda Item No. ___), and Town of Pembroke Park, signing by and through its _____, duly authorized to execute same.

COUNTY

WITNESSES:

BROWARD COUNTY, by and through its
County Administrator

Signature

By: _____
Bertha Henry

Print Name

____ day of _____, 20__

Signature

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

Print Name

By: _____
Sara F. Cohen (Date)
Assistant County Attorney

By: _____
Annika E. Ashton (Date)
Deputy County Attorney

SC
45th Year CDBG- Pembroke Park (Capital)
11/22/2019
#481827

AGREEMENT BETWEEN BROWARD COUNTY AND TOWN OF PEMBROKE PARK
FOR FUNDING AND ADMINISTRATION OF 45TH YEAR COMMUNITY
DEVELOPMENT BLOCK GRANT PROGRAMS FOR ADA RESTROOMS
CONSTRUCTION

TOWN

ATTEST:

TOWN OF PEMBROKE PARK

By: _____
Town Clerk (SEAL)

By: _____
Mayor

____ day of _____, 20__

By: _____
Town Manager

____ day of _____, 20__

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

By: _____
Town Attorney

EXHIBIT A

PROJECT DESCRIPTION

Project Name: Raymond P. Oglesby Preserve ADA Restroom Construction

Project Description

CDBG Funds in the amount of Sixty-one Thousand Five Hundred Eight Dollars (\$61,508) shall be used by Town to contract with a construction contractor for the provision of infrastructure improvements related to Town's Raymond P. Oglesby Preserve Restroom.

The Project is for the construction of one (1) pre-fabricated ADA-compliant 2-cabin unisex restroom building, complete with sewer and electrical connections; concrete floor and walls; ADA-designed doors; toilets, and sinks; electrical hand dryers; and a water drinking fountain within the Raymond P. Oglesby Preserve located at 3115 SW 52nd Avenue, Pembroke Park, FL.

The Project is located in Census Tract 1008.02, Block Group 2.

CDBG HUD National Objective: 24 C.F.R. Part 570.208(a)(1), Area Benefit Activities

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) NON-CDBG TOWN	Total
A.	Personnel	-	\$ 3,000	\$ 3,000
B.	Fringe Benefits	-	-	-
C.	Travel	-	-	-
D.	Equipment	-	-	-
E.	Supplies	-	-	-
F.	Contractual Services	-	-	-
G.	Construction	\$ 61,508	\$ 38,932	\$ 100,440
H.	Other	\$	\$ 2,000	\$ 2,000
I.	Total	\$ 61,508	\$ 43,932	\$ 105,440

BUDGET NARRATIVE

The Budget Narrative statements below provide a detailed justification for each cost category shown in the budget table for both CDBG Funds and Non-CDBG funding sources utilized in financing the Project.

CDBG Funds: \$61,508

Construction:

Town shall contract for construction of one (1) prefabricated ADA-compliant 2-cabin unisex restroom building, complete with sewer and electrical connections; concrete floor and walls; ADA-designed doors; toilets, and sinks; electrical hand dryers; and a water drinking fountain.

Non-CDBG Funds: \$43,932

Personnel & Fringe: **\$3,000**

Town staff shall procure and supervise the construction contractor hired to perform the construction of the Project.

Construction: **\$38,932**

Town shall provide the remaining balance for the construction of one (1) ADA-compliant 2-cabin restroom building in the amount of **\$24,740**, and **\$14,192** for the building foundation and site preparation prior to construction of one (1) ADA-compliant 2-cabin restroom building.

Other: **\$2,000**

Advertising and related costs.

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 Town's overall employee compensation structure. Town'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 and Community Redevelopment 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, 2019	December 31, 2019
Advertise, Pre-Bid Meeting, and Bidding	January 1, 2020	February 28, 2020
Bid Opening, Selection, and Award	March 1, 2020	April 30, 2020
Construction Contract Execution, Pre-Construction Meeting, and Construction	May 1, 2020	July 31, 2020
Punch list Items	July 31, 2020	August 31, 2020
Completion of Construction	August 31, 2020	September 30, 2020
Quarterly Progress Reports and Final Report	October 1, 2019	September 30, 2020

EXHIBIT D

QUARTERLY PROGRESS REPORT

Reporting Period: _____

Date Report Prepared: _____

A. Project Information

Agency Name	
Person Preparing the Report	
Job Title	
Signature	
Fiscal Year (FY)	
Project Name	
Project Start-Up Date	
Project Completion Date	
Amended Completion Date (if applicable)	

B.1. Project Cost

		Funding Expended to Date	Percentage
Total Project Cost	\$	\$	%
CDBG Funds	\$	\$	%
Non-CDBG Funds (specify funding source here)	\$	\$	%

B.2. Declaration of Agency Budget Changes

Program Income Amount: _____
Source of Program Income: _____
FY of the Program Income: _____

B.3. Other Grant Awards

Dates: _____
Dollar Amount (s): _____
Funding Source(s): _____
Funding Contract Person(s): _____

B.4. Describe attempts to secure additional funding:

B.5. Anticipated changes in staffing:

Start date of staffing change: _____
Office hours: _____
Resignations: _____
Part-time or Full-time employee: _____
Impact on Project: _____

C.1. Describe specific Work Tasks and their status for this reporting period:

Work Tasks	Status (e.g. Underway, Completed, Delayed, etc.)

C.2. Describe success or problems encountered with the Project:

C.3. Describe anticipated problems or concerns with the Project. Please identify if technical assistance is needed and/or request assistance from the Housing Finance and Community Redevelopment Division (HFCRD) staff.

C.4. Anticipated advertisements and/or contractual services. If applicable, has the appropriate HFCRD staff has been notified and appropriate steps were take to assure compliance?

C.5. Please complete the information in the Direct Benefit Form for this reporting period and Year to Date (YTD).

Direct Benefit Form (instructions)

To report about Capital Improvement Activities, please fill out Section 4 only.

To report about Public Service Activities, please fill out Sections 1-3 and 5. Please provide a list of numbered unduplicated Program Participants on a separate page ¹.

To report about Housing Activities, please fill out Sections 1-3 **and** all parts of Section 6 **or** all parts of Section 7.

Indicate if counting persons or households (for Housing Activities). Only unduplicated counts should be provided.	Total number served this reporting period	Total number served year to date (YTD)
1. Ethnicity Data (Required)		
Hispanic		
Non-Hispanic		
1. Total		
Identify below the race of all of Program Participants counted in Section 1 above; identify for "this reporting period" and "YTD" as well as Hispanic and Non-Hispanic.		
2. Racial Data (Required)	Non-Hispanic	Hispanic
1. White		
2. Black/African American		
3. Asian		
4. American Indian/Alaskan Native		
5. Native Hawaiian or other Pacific Islander		
6. American Indian/Alaskan Native and White		
7. Asian and White		
8. Black/African American and White		
9. American Indian/Alaskan Native and Black/African American		
10. Other Multi-Racial		
2. Total		
Number of Program Participants in Section 3 below should equal to Section 1 and 2 above.		
3. Income Data (Required)	Total number served this reporting period	Total number served year to date (YTD)
Extremely Low Income < or = 30% of area median		
Very Low Income < or = 50% of area median		
Low Income < or = 80% of area median		
Non-Low Income > 80% of area median		
3. Total		
4. Census Tract Served (Required for Capital Projects only)		
5. Public Services: (Required)	Total number served this reporting period	Total number served year to date (YTD)
Number of persons who have <u>new access</u> to this service or benefit		
Number of persons who have <u>improved access</u> to this service or benefit		
Number of persons who receive a service or benefit that is <u>no longer substandard</u>		
5. Total		

¹ This list is for Public Service Activities only. The list should provide, at minimum, each participant's Full Name, Address, City, and Age as well as Funding Year, Sub-Recipient's name, Program Name, and date the Participant registered for the program. Please sort by month of registration. Do not send copies of IDs. Keep copies of IDs for your records.

Direct Benefit Form for Housing Activities only

Applicable if implementing Rehab Activity:

6. Rehab/Minor Home Repair Program Data (Required)		Total number served year to date (YTD) - fill in details below	
Households Assisted (information as shown in Broward County Property Appraiser's records²)			
Full Name	Full Address	Construction Cost Assistance/ County Mortgage Amount \$	
1.			
2.			
3.			
and so on...			
6. Total Households Served		Total Assistance \$	
<i>Please indicate Income Data below for each served Household:</i> Extremely Low Income < or = 30% of area median, Very Low Income < or = 50% of area median, Low Income < or = 80% of area median, or Non-Low Income > 80% of area median. <i>The data in Sections 6-a, 6-b, 6-c, and 6-d below is referring to the units reported about in Sections 6 and Sections 1-3 on the previous page.</i>			
6a. Income Data for Rehab/Minor Home Repair Program (Required)			
1.			
2.			
3.			
and so on...			
6-b. LEAD PAINT Reporting: Units Rehabilitated/Repaired under this grant (Required)		Total number of units year to date (YTD) - fill in details below	
Housing constructed before 1978			
Exempt: housing constructed in 1978 and later			
No paint has been disturbed during rehab/repair			
Otherwise exempt: (Please explain exemption in writing)			
6-b. Total			
6-c. Units that needed Lead Hazard Remediation Action (Required)		Total number of units year to date (YTD) - fill in details below	
Lead Safe Work Practices [24 CFR 35.930(b)] (Hard Cost less than \$5,000)			
Interim Controls or Standard Practices [24 CFR 35.930(c)] (Hard Cost \$5,000-\$25,000)			
Abatement [24 CFR 35.930 (d)] (Hard Cost more than \$25,000)			
6-c. Total			
6-d. Other Rehab Data (Required)		Total number of units year to date (YTD) - fill in details below	
Units occupied by Seniors (62 years old and over)			
Units changed from sub-standard to standard conditions (HQS or local codes)			
Units made accessible			
6-d. Total			

² Please attach Broward County Property Appraiser's (BCPA.net) Property Search printout for each served household reported

Direct Benefit Form for Housing Activities only

Applicable if implementing Down Payment Assistance Activity:

7. 1st Time Homebuyer Program/Down Payment Assistance Program Data (Required)		Total number served year to date (YTD) - fill in details below	
Homeowners Assisted			
Full Name	Full Address	Down Payment Assistance	
1.			
2.			
3.			
and so on...			
7. Total Households Served		Total Assistance \$	
Please indicate Income Data below for each served Household: Extremely Low Income < or = 30% of area median, Very Low Income < or = 50% of area median, Low Income < or = 80% of area median, or Non-Low Income > 80% of area median The data in Section 7-a below is referring to the units reported about in Sections 8 above and Sections 1-3 previously.			
7-a. Income Data for 1st Time Homebuyer Program/Down Payment Assistance Program Data (Required)			
1.			
2.			
3.			
and so on...			

D. Program Objectives

*Work Tasks	Projected Yearly Total Performance	Quarterly Progress	Progress Yr-To-Date	Supporting Documentation
Design Plans and Specifications	1			Copies of design plans and specifications
Advertise, Pre-Bid Meeting, and Bidding	1			Copy of advertisement, minutes, and pre-bid meeting sign-in sheets
Bid Opening, Selection, and Award	1			Copy of bid tabulations, and recommendation of award letter; Award Letter
Construction Contract Execution, Pre-construction Meeting, and Construction	1			Copy of executed construction contract, pre-construction meeting minutes/sign-in sheets, and construction progress/inspection reports
Punch list Items	1			Copy of punch list items
Completion of Construction	1			Final invoice and supporting documentation from TOWN's construction contractor; sealed/signed original As-built Plans; Lien Releases, and Before & After Pictures
Quarterly Progress Reports and Final Report	Minimum 4 Progress Reports			Reports and invoices with supporting documentation

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

EXHIBIT E
REQUEST FOR PAYMENT

Community Development Block Grant Program
_____ Year Program

Contract Period: October 1, 2019 to September 30, 2020

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 Expenditures Up to Last Billing	Expenditures This Billing	Total Expenditures To Date
A. Project Costs			
Salary and Fringes			
Contractual			
Construction (Retainage)			
Construction (All other construction costs)			
Other Project Costs			
Total Expenditures			
Funds Obligated: (By Funding Agreement)			
Balance			
B. In-kind			

RESOLUTION NO. 19-12-XX

A RESOLUTION OF THE PENSION BOARD OF THE TOWN OF PEMBROKE PARK, FLORIDA, AUTHORIZING THE PENSION BOARD TO FILE APPLICATIONS FOR LIFE INSURANCE POLICIES FOR TOWN COMMISSIONERS GEOFFREY JACOBS AND REYNOLD DIEUVEILLE; AUTHORIZING THE APPROPRIATE PENSION BOARD MEMBERS AND STAFF TO EXECUTE AND DELIVER ANY AND ALL DOCUMENTS REQUIRED FOR FILING THE APPLICATIONS FOR LIFE INSURANCE POLICIES FOR GEOFFREY JACOBS AND REYNOLD DIEUVEILLE; SUPERSEDING CONFLICTING RESOLUTIONS, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town has established the Town of Pembroke Park Supplemental Retirement System pursuant to Florida law to provide pension benefits to members of the Pembroke Park Town Commission; and

WHEREAS, the Pension Board purchases and maintains individual life insurance policies on Town Commissioners with the proceeds of said life insurance policies designated to fund pension benefit expenses for the respective insured Town Commissioner; and

WHEREAS, Geoffrey Jacobs and Reynold Dieuville were elected to the Town Commission in March 2019; and

WHEREAS, Retirement Benefits Coordinator Gloria Rosen has recommended that the Pension Board obtain individual life insurance policies for Town Commissioners Geoffrey Jacobs and Reynold Dieuville with the proceeds of said life insurance policies designated for the payment of pension benefit expenses related to the Town Commissioners.

NOW, THEREFORE, BE IT RESOLVED BY THE PENSION BOARD OF THE TOWN OF PEMBROKE PARK, FLORIDA:

Section 1: That the Pension Board of the Town of Pembroke Park, Florida authorizes

preparation and filing of applications for twenty (20) year life insurance policies for the following
Town Commissioners in the amounts stated:

<u>NAME</u>	<u>DEATH BENEFIT</u>	<u>ANNUAL PREMIUM</u>
GEORFFREY JACOBS	\$500,000.00	\$725.00
REYNOLD DIEUVEILLE	\$500,000.00	\$335.66

Section 2: That appropriate Pension Benefit Board members and staff are authorized and directed to execute any and all documents required to complete and file the applications for life insurance policies as stated above.

Section 3: That all Resolutions or parts of Resolutions of the Pension Board of the Town of Pembroke Park in conflict herewith be and the same are hereby superseded to the extent of such conflict.

Section 4: That this Resolution shall be in force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED this ___ day of December, 2019.

ASHIRA A. MOHAMMED
Pension Board Chair

ATTEST:

GEOFFREY JACOBS
Pension Board Clerk