

AGREEMENT
BETWEEN
CITY OF HOLLYWOOD, FLORIDA
AND
LIBERIA ECONOMIC AND SOCIAL DEVELOPMENT
FOR
Feeding Seniors Program

A COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG-CV) PROJECT

THIS AGREEMENT made and entered this ___ day of _____, 2024 , by and between the CITY OF HOLLYWOOD, FLORIDA a municipal corporation of the State of Florida, ("**CITY**") and LIBERIA ECONOMIC AND SOCIAL DEVELOPMENT, a not-for-profit organization authorized to do business in the State of Florida, its successors and assigns, whose Federal I.D. No. is 59-2207401 and whose Unique Entity Identifier (UEI) is XKYGX4YR8ZM6 ("**SUBRECIPIENT.**").

ARTICLE I
DEFINITIONS AND IDENTIFICATIONS

For the purposes of this Agreement and the various covenants, conditions, terms and provisions which follow, the DEFINITIONS and IDENTIFICATIONS set forth below are assumed to be true and correct and are agreed upon by the parties:

ASSURANCES: means those assurances made by **SUBRECIPIENT** to **CITY** as specifically set forth in this Agreement.

CITY OF HOLLYWOOD COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM or PROGRAM: means the Community Development Program applied for by **CITY OF HOLLYWOOD, FLORIDA** and awarded by the United States Department of Housing and Urban Development as authorized pursuant to Title I, Housing and Community Development Act of 1974, Public Law 93-383, as amended.

CDBG-CV FUNDS: means the Community Development Block Grant Funds; the funds given to **SUBRECIPIENT** pursuant to the terms of this Agreement.

BOARD: means the Community Development Advisory Board as established by the City Commission of the City of Hollywood, Florida in accordance with Resolution No. R-2015-168.

CITY: means City of Hollywood, Florida, a municipal corporation of the State of Florida.

DEPARTMENT: means the Department of Development Services, Community Development Division of the City of Hollywood.

CITY: means City of Hollywood, Florida, as **CITY** of the City of Hollywood Community

Development Block Grant Program.

H.U.D.: means the United States Department of Housing and Urban Development.

PROJECT(S): means the project or projects set forth in Article III hereof and Exhibit "A" entitled "Project Description".

CFR: means the Code of Federal Regulations, the codification of the general and permanent rules published in the Federal Register by the executive departments and agencies of the Federal Government.

RULES AND REGULATIONS OF H.U.D.: means 24 CFR §570, "Community Development Block Grant Regulations", 2 CFR 200 "Uniform Administrative Requirements", as amended from time to time.

SUBRECIPIENT: means **LIBERIA ECONOMIC AND SOCIAL DEVELOPMENT**, a nonprofit organization as **SUBRECIPIENT** for the Project included in the City of Hollywood Community Development Block Grant Program.

ARTICLE II
PREAMBLE

In order to establish the background, context and frame of reference for this Agreement and to generally express the objectives and intentions of the respective parties herein, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

- 2.1 Title I of the Housing and Community Development Act of 1974, P.L. 93-383, consolidated several existing categorical programs for community development into a single program of Community Development Block Grants ("CDBG ") for the purpose of allowing local discretion as to the determination of needs and priorities for a community development program. The needs and priorities of community development in the CITY were determined by the Board participating in the City of Hollywood Community Development Block Grant Program.
- 2.2 On March 27, 2020, the Coronavirus Aid, Relief, and Economic Security Act (Pub. L. 116-136) commonly referred to as the "CARES Act" was signed, which made available \$5 billion in CDBG-CV coronavirus response ("CDBG-CV") funds to prevent, prepare for, and respond to coronavirus;
 - (a) The CITY received a CARES Act allocation from H.U.D., via the Florida Department of Economic Opportunity (FDEO), to be administered;
 - (b) The nation faces significant public health and economic challenges related to the coronavirus respiratory disease. To address these challenges, CDBG-CV grants

are a funding source to pay costs that are not covered by other sources of assistance.

- (c) H.U.D. has allocated CDBG-CV funds to the CITY in furtherance of its goal to prevent, prepare for, and respond to the coronavirus among individuals and families who are low- and moderate- income.

- 2.3 Under the Rules and Regulations of H.U.D., CITY is the administrator for the Program and the CITY is mandated to comply with various statutes, rules and regulations of the United States and the Rules and Regulations of H.U.D., as to the allocation and expenditure of funds as well as protecting the interests of certain classes of individuals who reside in the City of Hollywood, Florida.

- 2.4 CITY is mandated by H.U.D. to conduct all programs and activities relating to housing and community development in a manner which will affirmatively further fair housing.

- 2.5 Where applicable, CITY will fund only those **SUBRECIPIENTS** who have taken steps to promote fair housing in accordance with 24 CFR Part 100.

- 2.6 CITY is desirous of disbursing the funds to **SUBRECIPIENT**. However, as administrator for the Program, CITY desires to obtain the assurances from **SUBRECIPIENT**, and **SUBRECIPIENT** so assures CITY that **SUBRECIPIENT** will comply with the statutes, rules and regulations of the United States, the Rules and Regulations of H.U.D., the State of Florida, and applicable codes and regulations of CITY relating to the Project(s) and the Program, as a condition precedent to the release of such funds to **SUBRECIPIENT**.

- 2.7 This Agreement is subject to the availability of funds as more specifically described in Article IV and Article XI of this Agreement.

ARTICLE III
PROJECT(S)

SUBRECIPIENT agrees to provide and implement the Feeding Seniors Program. This proposal was submitted and approved in the City of Hollywood, Florida's Budget 2024-2025 year process. Such Project is more specifically described and set forth in Scope of Services contained in the attached Exhibit "A".

ARTICLE IV
FUNDING AND METHOD OF PAYMENT

- 4.1 The maximum amount payable by the CITY under this Agreement shall be **\$41,429.00**. This shall be the maximum expenditures authorized for payment by the CITY under this agreement. In no event shall the CITY be liable for any sum exceeding the above stated amount.

- 4.2 CITY agrees to fund **SUBRECIPIENT** for the eligible Project(s) expenses incurred as

provided for in the attached Exhibit "B" provided that a suspension of payment as set forth in Articles XV and XVI, has not occurred, and provided further that **SUBRECIPIENT** complies with the procedures for invoices and payments as set forth in Article V.

- 4.3 Payments are contingent upon certification of the **SUBRECIPIENT'S** financial management system in accordance with the standards specified in 2 CFR 200.

ARTICLE V
PROCEDURES FOR INVOICING AND PAYMENT

- 5.1 **SUBRECIPIENT**, shall adhere to the procedures set forth herein and shall invoice CITY on a monthly basis which shall include the following documentation:

- (a) **SUBRECIPIENT** shall provide CITY with an executed original of any contracts or subcontracts authorizing the work to be done on the Project(s).
1. Any work or services subcontracted hereunder shall be specifically authorized by written contract, written agreement, or purchase order and such subcontract shall incorporate this Agreement by reference. Proper documentation in accordance with city, state and federal guidelines and regulations must be submitted to and approved by the Department prior to the execution of any subcontract hereunder. In addition, all subcontracts shall be subject to all applicable federal, state, county, city, and local laws, regulations, and ordinances.
 2. Any of the work or services that shall be subcontracted, including but not limited to consulting work or services covered by this Agreement, shall be submitted in writing prior to the first payment request according to this contract.
 3. All purchasing for consumables, capital equipment, supplies, and services shall be made by purchase order or by a written contract in conformity and in full compliance with the procedures prescribed by federal laws and regulations.
- (b) **SUBRECIPIENT** shall not use the funds allotted under this Agreement for any purpose other than the purpose set forth in Article III.
- (c) **SUBRECIPIENT** shall provide CITY with Project budget information in conformity with the procedures prescribed by the Project Operations Manual, including 2 CFR 200 Subpart E, "Cost Principles" incorporated herein by reference.
- (d) Request by **SUBRECIPIENT** for payment shall be accompanied by all proper documentation and shall be submitted to the Department for approval no later than 30 days after the last date covered by the request. **SUBRECIPIENT** shall submit proper documentation with each quarter's payment reimbursement request.
- (e) For purposes of this section, true and correct copies of invoices, receipts, or other evidence of indebtedness, shall be considered proper documentation. Invoices shall

not be honored if received by CITY later than ten days after expiration or termination of this Agreement except invoices for audit costs which may be paid or submitted not later than 12 months after expiration or termination of this Agreement.

- (f) In addition, **SUBRECIPIENT** shall provide CITY with monthly progress reports as provided in the attached Exhibit "C".
- 5.2 Upon receiving the invoices, reports and other materials as described in this Article, the Department may audit such bid awards, contracts, reports and invoices to determine whether the items invoiced have been completed and that the invoiced items are proper for payment.
- 5.3 Upon determination by the Department that the services or material invoiced have been received or completed, the Department shall authorize payment to **SUBRECIPIENT** the amount the Department determines to be payable, pursuant to the audit. CITY agrees that it shall make its best efforts to pay **SUBRECIPIENT** within 30 calendar days after proper presentation of invoices and reports approved by **SUBRECIPIENT** director or officer and the Department director or his/her designee. In no event shall CITY provide advance funding to **SUBRECIPIENT**. Further, CITY agrees to make payment and reimburse all budgeted costs available under federal, state, city and county guidelines.
- 5.4 **SUBRECIPIENT** shall have an adequate financial system and internal fiscal controls in accordance with H.U.D. and CITY requirements.
- 5.5 For CDBG-CV-funded construction projects, **SUBRECIPIENT** agrees to notify the Department in writing, at least 48 hours in advance of the date that work on the Project will be initiated in order that on-site inspections may be conducted by CITY.
- 5.6 **SUBRECIPIENT** agrees to invoice the CITY for all funds allocated to the Project by 10/7/2024. All funds not expended within the term of this Agreement shall remain in the custody and control of CITY and shall be funds of the CITY.

ARTICLE VI
DUPLICATION OF BENEFITS

CDBG-CV assistance is intended to supplement- not supplant-other public, private, or other assistance that has already been provided for the same need or loss. The CARES Act requires H.U.D. to ensure that there are adequate procedures in place to prevent any duplication of benefits as required by section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act), as amended by section 1210 of the Disaster Recovery Platform Act of 2018 (division D of Public Law 115-254; 42 U.S.C. 5121 et. seq.) and all applicable Federal Register notices, including FR - 6218-N-01. By executing this Agreement, **SUBRECIPIENT** certifies that it has not already received and will not seek, other financial assistance for the expenses covered under this Agreement. **SUBRECIPIENT** must also execute an affidavit, in the form attached hereto as Exhibit "F", that there are adequate procedures in place to prevent duplication of benefits and that **SUBRECIPIENT** will update the CITY if they receive any assistance after the execution of this Agreement.

SUBRECIPIENT acknowledges and agrees that **SUBRECIPIENT** must repay this CDBG-CV assistance to the CITY if the CITY determines that any assistance is duplicative for the same expense.

ARTICLE VII
IMPLEMENTATION AND TIMETABLE

SUBRECIPIENT agrees to implement the Project and comply with the timetable set forth in the attached Exhibit “D”. All timeframes set forth in Exhibit “D” shall be completed within 30 days for each checkpoint step. Failure to comply with the implementation schedule timetable for each checkpoint shall warrant a review by department staff to determine the appropriate measures for the **SUBRECIPIENT** to cure the delay in implementation of such timetables. Such evaluation is necessary in order for staff to determine the possibility of reprogramming funds due to non-compliance. Failure to comply with the implementation schedule within 60 days after the initial review by department staff of the timetable checkpoints may be cause for a recommendation from the department that all uncommitted and unexpended funds be transferred to the contingency account or be reprogrammed, consistent with this agreement and the Housing and Community Development Act of 1974, as amended from time to time.

ARTICLE VIII
ASSURANCES

- 8.1 **SUBRECIPIENT** agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG-CV) including subpart K of these regulations, except that (1) the **SUBRECIPIENT** does not assume the recipient’s environmental responsibilities described in 24 CFR 570.604 and (2) the **SUBRECIPIENT** does not assume the recipient’s responsibility for initiating the review process under the provisions of 24 CFR 52. The **SUBRECIPIENT** also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The **SUBRECIPIENT** further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.
- 8.2 **SUBRECIPIENT** agrees to comply with the provisions of Section 202, Executive Order 11246, as amended, and with the guidelines for applicants on equal opportunity obligations for CDBG-CV Funds in regard to construction contracts.
- 8.3 **SUBRECIPIENT** agrees to submit to the Department at least two weeks prior to the actual date, written notification of all pre-bid conferences and construction contracts.
- 8.4 **SUBRECIPIENT** agrees to comply with all applicable federal, state and local laws, ordinances, codes, guidelines and regulations. Any conflict or inconsistency between the above federal, state, or local laws, guidelines or regulations and this Agreement shall be resolved in favor of the more restrictive laws, guidelines or regulations.

- 8.5 **SUBRECIPIENT** agrees, if applicable, to inform affected persons of these benefits, policies, and procedures provided for under H.U.D. regulations.
- 8.6 **SUBRECIPIENT** agrees to establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private material gain for themselves or others, with whom they have family, business employment or other ties.
- 8.7 **SUBRECIPIENT** agrees further that it shall be bound by the standard terms and conditions used in the Grant Agreements and such other rules, regulations or requirements as H.U.D. may reasonably impose, in addition to the aforementioned assurances provided at, or subsequent, to the execution of this Agreement, by the parties hereto.
- 8.9 **SUBRECIPIENT** agrees that CDBG-CV Funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.
- 8.10 **SUBRECIPIENT** agrees to administer, in good faith, a policy designed to assure a workplace free from the illegal use, possession or distribution of drugs or alcohol by its employees and/or beneficiaries.
- 8.11 **SUBRECIPIENT** shall insure recognition of the role of the CITY in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the **SUBRECIPIENT** will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.
- 8.12 **SUBRECIPIENT** acknowledges it cannot use CDBG-CV Funds for payment of impact or similar fees, **SUBRECIPIENT** must attempt to secure a waiver of such impact fees. If **SUBRECIPIENT** is unsuccessful in obtaining a waiver, **SUBRECIPIENT** hereby acknowledges that CDBG-CV Grant Funds may not be utilized for payment of impact fees.

ARTICLE IX
FINANCIAL RESPONSIBILITY

- 9.1 **SUBRECIPIENT** agrees to comply with 2 CFR 200 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.
- 9.2 **SUBRECIPIENT** agrees to administer its program in conformance with 2 CFR 200 as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.
- 9.3 **SUBRECIPIENT** gives CITY, H.U.D., and the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents

relating to the Project(s).

- 9.4 **SUBRECIPIENT** agrees to maintain books, records and documents in accordance with standard accounting procedures and practices which sufficiently and properly reflect all expenditures of funds provided by CITY under this Agreement.
- 9.5 **SUBRECIPIENT** agrees that if it has caused any funds to be expended in violation of this Agreement, it shall be responsible to refund such funds in full to CITY from nonfederal resources, or if this Agreement is still in force, any subsequent request for payment shall be withheld by CITY.
- 9.6 **SUBRECIPIENT** must comply with 2 CFR 200 Subpart F, Audit Requirements. **SUBRECIPIENT** agrees to provide a program specific audited financial statement prepared by a certified public accountant. If **SUBRECIPIENT** receives in excess of 50% of its organizational funding through grant sources, **SUBRECIPIENT** shall agree to provide to the CITY an organization-wide audited annual financial statement. All grant funds from the CITY should be shown via explicit disclosure in the annual financial statements and/or the accompanying notes to the financial statements. The cash match and in-kind contributions should also be shown. Such financial disclosure information shall be filed with CITY within 180 days after the close of **SUBRECIPIENT'S** fiscal year. Any deficiencies noted in audit reports must be fully cleared by the **SUBRECIPIENT** within 30 days after receipt by the **SUBRECIPIENT**. Failure of the **SUBRECIPIENT** to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. **SUBRECIPIENT** is responsible for costs associated with the above-mentioned audit. Only costs associated with an audit of CDBG-CV Funds shall be charged as an eligible program cost. However, any costs associated with an audit of CDBG-CV Funds must be incurred prior to the expiration or termination of this Agreement. These costs may be charged on a direct basis or by proration or cost allocation. To ensure compliance with these auditing requirements, **SUBRECIPIENT** should initiate the audit process prior to the end of the fiscal year. Selection of an auditor should be completed by the end of the third quarter of **SUBRECIPIENT'S** fiscal year.
- 9.7 **SUBRECIPIENT** agrees and understands that all funding authorization through a CDBG-CV shall be used only for eligible activities specifically outlined in this Agreement. **SUBRECIPIENT** shall demonstrate significant material progress within the timetable in the attached Exhibit "D". In the event such material progress is neither evidenced nor commenced within said timetable, the CDBG-CV Funds shall revert to CITY as provided in this Agreement and shall be used by CITY at its discretion for reallocation to other eligible CDBG-CV projects.
- 9.8 Program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG-CV funds made available under this contract shall be retained by the **SUBRECIPIENT**. Expenditure of program income by the **SUBRECIPIENT** shall comply with the requirements set forth at 24 CFR 570.504. and by the terms of this Agreement. Additionally, this income should be added to funds committed to the Project(s) by the **SUBRECIPIENT** and used proportionally to the original funding allocation to further eligible program objectives. The **SUBRECIPIENT** may use such income during the contract

period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand.

The amount of program income generated by an activity in a contract period will be taken into consideration in determining the total dollars to be awarded for a subsequent period.

- 9.9 CITY shall have the right to audit and monitor any Project income as a result of a CDBG-CV activity.
- 9.10 **SUBRECIPIENT** is required to and agrees to account for program income related to the Project financed in whole or part with CDBG-CV Funds.

ARTICLE X
PROCUREMENT

SUBRECIPIENT shall comply with 2 CFR 200.320 “Methods of Procurement to be Followed” and current CITY policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein.

ARTICLE XI
USE AND REVERSION OF ASSETS

- 11.1 **SUBRECIPIENT** agrees to comply with 2 CFR 200.310-316, as it relates to the acquisition and disposition of nonexpendable personal property. 2 CFR 200.310-316 incorporated herein by reference and made a part hereof.
- 11.2 The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR 200 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:
 - (a) The **SUBRECIPIENT** shall transfer to the CITY any CDBG-CV funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
 - (b) Real property under the **SUBRECIPIENT’S** control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG-CV National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement. If the **SUBRECIPIENT** fails to use CDBG-CV-assisted real property in a manner that meets a CDBG-CV National Objective for the prescribed period of time, the **SUBRECIPIENT** shall pay the CITY an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG-CV funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the CITY. The **SUBRECIPIENT** may retain real property acquired or improved under

this Agreement after the expiration of the five-year period.

- (c) In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the **SUBRECIPIENT** for activities under this Agreement shall be (i) transferred to the CITY for the CDBG-CV program or (ii) retained after compensating the CITY [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG-CV funds used to acquire the equipment].

ARTICLE XII
RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING
REPLACEMENT

SUBRECIPIENT agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. [The CITY may preempt the optional policies.] The **SUBRECIPIENT** shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition, or conversion for a CDBG-CV-assisted project. The **SUBRECIPIENT** also agrees to comply with applicable CITY ordinances, resolutions, and policies concerning the displacement of persons from their residences.

ARTICLE XIII
PERSONNEL & PARTICIPANT CONDITIONS

- 13.1 **SUBRECIPIENT** agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.
- 13.2 **SUBRECIPIENT** agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.
- 13.3 This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared, or improved with assistance provided under this contract, the **SUBRECIPIENT** shall cause or require a covenant running with the land to be inserted in

the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the CITY and the United States are beneficiaries of and entitled to enforce such covenants. The **SUBRECIPIENT**, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

- 13.4 The **SUBRECIPIENT** agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against individuals with disabilities or handicaps in any Federally assisted program. The CITY shall provide the **SUBRECIPIENT** with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.
- 13.5 **SUBRECIPIENT** agrees that it shall be committed to carry out pursuant to the CITY'S specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The CITY shall provide Affirmative Action guidelines to the **SUBRECIPIENT** to assist in the formulation of such program. The **SUBRECIPIENT** shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.
- 13.6 **SUBRECIPIENT** will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The **SUBRECIPIENT** may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.
- 13.7 **SUBRECIPIENT** will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the **SUBRECIPIENT'S** commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 13.8 **SUBRECIPIENT** will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the **SUBRECIPIENT'S** commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 13.9 **SUBRECIPIENT** will, in all solicitations or advertisements for employees placed by or on behalf of the **SUBRECIPIENT**, state that it is an Equal Opportunity or Affirmative Action

employer.

- 13.10 **SUBRECIPIENT** will include the provisions of Paragraphs 12.1-12.9 in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own **SUBRECIPIENTS** or subcontractors.

ARTICLE XIV

EMPLOYMENT RESTRICTIONS

- 14.1 **SUBRECIPIENT** is prohibited from using funds provided herein or personnel employed in the administration of the program for political activities; inherently religious activities; lobbying; political patronage; and nepotism activities. The **SUBRECIPIENT** agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.
- 14.2 **SUBRECIPIENT** agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) and all other applicable Federal, state, and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The **SUBRECIPIENT** agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 et seq.) and its implementing regulations of the U.S. Department of Labor at 29 CFR 5. The **SUBRECIPIENT** shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the CITY for review upon request.
- 14.3 **SUBRECIPIENT** agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation, or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the CITY pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the **SUBRECIPIENT** of its obligation, if any, to require payment of the higher wage. The **SUBRECIPIENT** shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.
- 14.4 Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract shall be a condition of the Federal financial assistance provided under this contract and binding upon the CITY, the **SUBRECIPIENT** and any of the **SUBRECIPIENT'S SUBRECIPIENTS** and subcontractors. Failure to fulfill these requirements shall subject the CITY, the

SUBRECIPIENT, and any of the **SUBRECIPIENT'S** sub- recipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The **SUBRECIPIENT** certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

- 14.5 The **SUBRECIPIENT** further agrees to comply with these “Section 3” requirements and to include the following language in all subcontracts executed under this Agreement:

“The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from H.U.D. and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located.”

- 14.6 The **SUBRECIPIENT** further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-CV-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other H.U.D. programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-CV-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other H.U.D. programs.

- 14.7 **SUBRECIPIENT** certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

- 14.8 **SUBRECIPIENT** agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker’s representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

- 14.9 **SUBRECIPIENT** will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The **SUBRECIPIENT** will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the entity

has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

ARTICLE XV
LOBBYING

SUBRECIPIENT agrees that:

- (a) Federally appropriated funds have not been paid or will not be paid, by or on behalf of the undersigned, 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.
- (b) 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 federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly:

Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

ARTICLE XVI
INDEMNIFICATION CLAUSE

- 16.1 The **SUBRECIPIENT** agrees to indemnify, defend and hold harmless the CITY, its officers, agents and employees against any loss, damage or expense (including all costs, reasonable attorneys and appellate fees) suffered by CITY from (a) any claim, demand, judgment, decree, or cause of action of any kind or nature arising out of any error, omission, or negligent act of **SUBRECIPIENT**, its agents, servants, or employees, in the performance of services under this Contract, (b) any breach or misconduct by the **SUBRECIPIENT** of this Contract,

(c) any inaccuracy in or breach of any of the representations, warranties or covenants made by the **SUBRECIPIENT** herein, (d) any claims, suits, actions, damages or causes of action arising during the term of this Contract for any personal injury, loss of life or damage to property sustained by reason or as a result of performance of this Contract by the **SUBRECIPIENT** and the **SUBRECIPIENT'S** agents, employees, invitees, and all other persons, claims, suits, actions, damages or causes of action for any personal injury, loss of life or damage to property sustained by reason or as a result of the presence of the **SUBRECIPIENT** and the **SUBRECIPIENT'S** agents, employees, invitees, and all other persons, and (e) any **SUBRECIPIENT** acknowledges and agrees that CITY would not enter into this contract without this indemnification of CITY by **SUBRECIPIENT**, and that CITY'S entering into this contract shall constitute good and sufficient consideration for this indemnification. Such obligation to indemnify and hold harmless shall continue notwithstanding any negligence or comparative negligence on the part of the CITY relating to such loss or damage and shall include all costs, expenses and liabilities incurred by the CITY in connection with such claim, suit, action or cause of action, including the investigation thereof and the defense of any action or proceedings brought thereon and any order, judgment or decree which may be entered in any such action or proceeding as a result thereof. These provisions shall survive the expiration or earlier termination of the Agreement. Nothing in this Agreement shall be construed to affect in any way the CITY'S rights, privileges, and immunities under the doctrine of "sovereign immunity" and as set forth in §768.28, Florida Statutes. This indemnification provision shall survive the cancellation or expiration of this contract, as applicable.

- 16.2 The CITY gives as independent and specific consideration the sum of \$10.00 for the granting of this indemnification/hold harmless. The receipt and sufficiency of this consideration is acknowledged by **SUBRECIPIENT**. If construction and/or design work is being funded by this contract these provisions will be interpreted to comply with the applicable provisions of §725.06 and §725.08, Florida Statutes, applicable. This indemnification/hold harmless shall not include claims arising directly from the gross negligence, willful, wanton, or intentional misconduct or act of the CITY, its employees or agents. This indemnity/hold harmless shall be limited to either the construction cost of the project or \$1,000,000.00, whichever is less.

ARTICLE XVII DOCUMENTATION AND RECORDKEEPING

- 17.1 The **SUBRECIPIENT** shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:
- (a) Records providing a full description of each activity undertaken;
 - (b) Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG-CV program;
 - (c) Records required to determine the eligibility of activities;

- (d) Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG-CV assistance;
 - (e) Records documenting compliance with the fair housing and equal opportunity components of the CDBG-CV program;
 - (f) Financial records as required by 24 CFR 570.502, and 2 CFR 200; and
 - (g) Other records necessary to document compliance with Subpart K of 24 CFR 570.
- 17.2 The **SUBRECIPIENT** shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of (4) years. The retention period begins on the date of the submission of the CITY'S annual performance and evaluation report to H.U.D. in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.
- 17.3 The **SUBRECIPIENT** shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to CITY monitors or their designees for review upon request.
- 17.4 The **SUBRECIPIENT** understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the CITY's or **SUBRECIPIENT'S** responsibilities with respect to services provided under this contract, is prohibited by the [insert applicable State or Federal law] unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.
- 17.5 The **SUBRECIPIENT'S** obligation to the CITY shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the CITY), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the **SUBRECIPIENT** has control over CDBG-CV funds, including program income.

ARTICLE XVIII
ENVIRONMENTAL CONDITIONS

- 18.1 **SUBRECIPIENT** agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- (a) Clean Air Act, 42 U.S.C., 7401, et seq.;
 - (b) Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
 - (c) Environmental Protection Agency (EPA) regulations pursuant to 40 CFR 50, as amended.
- 18.2 In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Sub- recipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).
- 18.3 **SUBRECIPIENT** agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to H.U.D. Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR 35, Subpart B. Such regulations pertain to all CDBG-CV-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment, and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment, and/or abatement may be conducted.
- 18.4 **SUBRECIPIENT** agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

ARTICLE XIX
EVALUATION AND MONITORING

SUBRECIPIENT agrees that the Department will carry out periodic monitoring and evaluation activities based upon the Risk Analysis performed by the Department. Based upon the Risk Analysis, the **SUBRECIPIENT** is considered to be Low Risk whereby the CITY’s monitoring and evaluation schedule will be as set forth in the attached Exhibit “E”. The continuation of this Agreement is

dependent upon satisfactory evaluation conclusions. Such evaluation will be based on the terms of this Agreement, comparisons of planned versus actual progress relating to Project scheduling, budget, in-kind contributions and output measures. Upon request **SUBRECIPIENT** agrees to furnish to the Department Director, CITY or their designees, such records and information, including copies and/or transcripts, as is determined necessary by the Department or CITY. **SUBRECIPIENT** shall submit on a monthly basis, and at other times upon the request of the Department Director, information and status reports required by Department, CITY or H.U.D. on forms approved by the Department Director.

The monthly report shall survive the termination of this Agreement and continue until all periodic monitoring and evaluation activities as determined by the Department are necessary. The continuation of this Agreement is contingent upon satisfactory evaluation conclusions.

ARTICLE XX
TERM OF AGREEMENT AND TERMINATION

- 20.1 The term of this Agreement shall commence on October 1, 2024 and shall expire on September 30, 2025.
- 20.2 This Agreement is contingent upon the availability of funds. Should funds no longer be available, this Agreement shall terminate upon no less than 24 hours' notice in writing to **SUBRECIPIENT**. Said notice shall be delivered by electronic mail to the registered agent listed in the agreement, or in person, with proof of delivery. CITY shall be the final authority as to the availability of funds. CITY shall not be liable to **SUBRECIPIENT** if funding is not available.
- 20.3 If, through any cause, **SUBRECIPIENT** fails to commence work on the Project, as set forth in the attached Exhibit "D", within three months from the date of execution of this Agreement, or fails to fulfill in timely and proper manner its obligation under this Agreement, or if **SUBRECIPIENT** shall violate any of the covenants, terms or conditions, or stipulations of this Agreement, CITY shall thereupon have the right to terminate this Agreement or suspend payment in whole or part by giving written notice to **SUBRECIPIENT** of such termination or suspension of payment and specifying the effective date thereof, at least five days before the effective date of termination or suspension. If payments are withheld, the Department shall specify in writing the actions that must be taken by **SUBRECIPIENT** as a condition precedent to resumption of payments and should specify a reasonable date for compliance.
- 20.4 In the event of termination, and upon expiration of this contract, all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports prepared, capital equipment and any other assets secured by **SUBRECIPIENT** with CDBG-CV Funds under this contract shall be promptly given to the CITY within 30 days of the expiration or cancellation date.
- 20.5 Notwithstanding the above, **SUBRECIPIENT** shall not be relieved of liability to CITY for damages sustained by CITY by virtue of any breach of this Agreement by **SUBRECIPIENT**, and CITY may withhold any payments to **SUBRECIPIENT**, for the purposes of set-off until

such time as the exact amount of damages is determined.

- 20.6 In the best interests of the program and in order to better serve the people in the target areas and fulfill the purposes of the Act, either party may terminate this Agreement upon 30 days' notice in writing of its intent to terminate, stating the party's reasons for doing so. In the event CITY terminates the Agreement, CITY shall pay **SUBRECIPIENT** for documented committed eligible costs subject to the conditions set forth in subsection 11.4 above.

ARTICLE XXI

SUSPENSION and TERMINATION

The parties agree that the following events are sufficient cause for suspension of payments and termination of this agreement. Such events include but are not limited to:

- (a) Ineffective or improper use of CDBG-CV Funds;
- (b) Failure to comply with the work program or terms of this Agreement;
- (c) Failure to submit reports as required, including a favorable audit report; and
- (d) Submittal of incorrect or incomplete reports in any material respect.
- (e) Breach of this Agreement by **SUBRECIPIENT**.

In accordance with 2 CFR 200, this Agreement may also be terminated for convenience by either the CITY or the **SUBRECIPIENT**, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the CITY determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the CITY may terminate the award in its entirety.

ARTICLE XXII

INDEPENDENT CONTRACTOR

SUBRECIPIENT is and shall be, in the performance of the project(s) under this agreement an independent contractor, and not an employee, agent, or servant of the CITY. Services provided by **SUBRECIPIENT** shall be performed by employees of **SUBRECIPIENT** and subject to supervision by **SUBRECIPIENT**, and shall not be deemed officers, employees, or agents of CITY. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to **SUBRECIPIENT'S** sole direction, supervision and control. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of **SUBRECIPIENT**, which policies of **SUBRECIPIENT** shall not

conflict with CITY, H.U.D., or Federal policies, rules or regulations relating to the use of CDBG-CV funds provided for herein. The CITY and the **SUBRECIPIENT** are not partners, joint ventures or affiliated entities.

ARTICLE XXIII

ALL PRIOR AGREEMENTS SUPERSEDED

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

ARTICLE XXIV
NOTICES

Whenever either party desires to give notice unto the other, such notice must be in writing, either by hand with proof of delivery, by electronic mail with receipt of delivery, or sent by certified United States mail, return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

- For City: CITY OF HOLLYWOOD
Community Development Division
2600 Hollywood Boulevard, Old Library Building
Hollywood, Florida 33020
- For City Attorney: Office of the City Attorney
Hollywood City Hall
2600 Hollywood Blvd. Room 407
Hollywood, Florida 33020
- For Subrecipient: Henry Graham, Executive Director
LIBERIA ECONOMIC AND SOCIAL DEVELOPMENT
3220 N. 24th Avenue
Hollywood, FL 33020
954.924.3635
h.graham38@yahoo.com
- With a copy to: Registered Agent: Henry Graham
E-mail Address: h.graham38@yahoo.com

ARTICLE XXV
AMENDMENTS; ASSIGNMENTS

- 25.1 It is understood that CITY, as CITY, is responsible to H.U.D. for the administration of CDBG-CV Funds and may consider and act upon reprogramming recommendations as proposed by its **SUBRECIPIENT** or the Department after appropriate referral to the Board. In the event that CITY approves any modification, amendment, or alteration to the funding allocation, **SUBRECIPIENT** shall be notified pursuant to Article XV and such notification shall constitute an official amendment.
- 25.2 CITY may, in its discretion, amend this Agreement to conform with changes in federal, state, CITY and/or H.U.D. guidelines, directives, and objectives. Such amendments shall be incorporated by written amendment as a part of this Agreement and shall be subject to approval by the City of Hollywood City Commission.
- 25.3 The Department Director shall be authorized to approve any changes to the attached Exhibit "B" necessary to enhance the performance of the project set out in the attached Exhibit "A", provided such changes do not result in substantial change in the project, and are compliant with CDBG-CV regulations.
- 25.4 It is agreed that contract amendments including budget transfers which do not result in a substantial change in the Project should be executed in the following manner:
- (a) The transfer request shall originate from **SUBRECIPIENT** and shall be forwarded to the Department for processing.
 - (b) The request shall include a narrative justification for the proposed transfer.
 - (c) The request shall be forwarded to the Department and to the City's Director of Financial Services.
- 25.5 **SUBRECIPIENT** shall not transfer or assign the performance of services called for in this Agreement without the prior written consent of CITY.
- 25.6 Except as expressly provided in this Article it is agreed that no modification, amendment or alteration in terms or conditions contained herein shall be effective unless contained in a written document executed by the parties with the same formalities as employed in this agreement.

ARTICLE XXVI
REPORTS, PLANS AND OTHER AGREEMENTS

All reports, plans, surveys, information, documents, maps and other data or procedures developed, prepared, assembled or completed by **SUBRECIPIENT** for the purposes of this Agreement shall become the property of CITY without restriction, reservation or limitation of their use and shall be made available by **SUBRECIPIENT** at any time upon request by CITY or the Department. Upon

completion of all work contemplated under this Agreement, copies of all of the above data shall be delivered to the Department Director upon his/her written request.

SUBRECIPIENT shall comply with Chapter 119, Florida Statutes, “Public Records Law” including but not limited to Section 119.0701, Florida Statutes.

ARTICLE XXVII

CONFLICT OF INTEREST

SUBRECIPIENT covenants that no person who presently exercises any functions or responsibilities in connection with the Project(s) has any personal financial interest, direct or indirect, in the Project during their tenure or for one year thereafter as provided for in 24 CFR §570.611(b) which would conflict in any manner or degree with the performance of this Agreement and that no person having any conflicting interest shall be employed or subcontracted. Any possible conflicting interest on the part of **SUBRECIPIENT** or its employees shall be disclosed in writing to the Department. It shall not be deemed a conflict as long as all purchasing for consumables, capital equipment and services are obtained in conformance with Article V.

However, this paragraph shall be interpreted in such a manner so as not to unreasonably impede the statutory requirement that maximum opportunity to be provided for employment of and participation of lower income residents of the Project target area(s).

ARTICLE XXVIII

EXECUTION

This document shall be executed in three counterparts, each of which shall be deemed to be an original.

ARTICLE XXIX

CONSENT TO JURISDICTION

SUBRECIPIENT hereby irrevocably submits to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of or relating to this Agreement, and hereby irrevocably agrees that all claims in respect to such action or proceeding may be heard and determined in such court. Each party further agrees that venue of any action arising out of this Agreement shall lie in Broward County, Florida. The parties, in order to expedite litigation, waive their claim or rights to trial by jury in any action between them. Each party shall bear its own attorney’s fees.

ARTICLE XXX

GOVERNING LAW

The parties agree that this Agreement shall be construed in accordance with and governed by the laws

of the State of Florida. If this agreement is between two governmental agencies, the parties will abide by Chapter 164, Florida Statutes (“Florida Governmental Conflict Resolution Act”).

ARTICLE XXXI
SEVERABILITY

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE XXXII
LEGAL PROVISIONS DEEMED INCLUDED

Each and every provision of any law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein, and this Agreement shall be read and enforced as through it were included herein and if, through mistake or otherwise, any such provision is not inserted or is not correctly inserted, then upon application of either party this Agreement shall forthwith be amended to make such insertion.

ARTICLE XXXIII
THIRD PARTY BENEFICIARIES

Neither **SUBRECIPIENT** nor CITY intend to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries who would be entitled to assert a claim against either of them based on this agreement.

ARTICLE XXXIV
JOINT PREPARATION

Preparation of this Agreement has been a joint effort of the parties and the resulting document shall not, as a matter of judicial construction, be construed more severally against one or the parties than the other.

ARTICLE XXXV
INSURANCE REQUIREMENTS

- (a) The Recipient shall carry General Liability insurance with a minimum limit of \$1,000,000 for bodily injury and property damage. Said insurance shall list the City of Hollywood as additional insured.

- (b) Automobile Liability covering all owned, non-owned, and hired vehicles used in the services in an amount not less than \$300,000 combined single limit. Said insurance shall list the City of Hollywood as additional insured.
- (c) Workers Compensation Insurance to cover all workers providing services. Limits of liability: Statutory-State of Florida. The City of Hollywood shall be listed as a certificate holder. For non-construction entities with less than (4) employees, workers compensation insurance is not required by the State of Florida. The company can provide an exemption certificate or sign a letter stating they have less than four employees.

ARTICLE XXXVI
COOPERATION WITH CITY OF HOLLYWOOD INITIATIVES

SUBRECIPIENT agrees to the greatest extent feasible to aid in the dissemination of information and promotional materials relative to City of Hollywood initiatives. This includes but is not limited to making available information and promotional materials relative to City of Hollywood initiatives in **SUBRECIPIENT** offices and/or project sites in clear and unobstructed view of **SUBRECIPIENT** clientele. Upon request of CITY, the **SUBRECIPIENT** shall provide a mailing list of the **SUBRECIPIENT** clientele in a form sufficient that CITY can direct mail information and promotional materials concerning City of Hollywood initiative to **SUBRECIPIENT** clientele. If the **SUBRECIPIENT** deals with a clientele where direct contact is prohibited, suppressed, or otherwise unavailable, **SUBRECIPIENT** agrees to fully cooperate with CITY to identify appropriate means of contact where possible. Furthermore, **SUBRECIPIENT** agrees to make available staff that can provide referral services complete with appropriate contact person for City of Hollywood initiatives.

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: CITY OF HOLLYWOOD, Florida through its CITY COMMISSION, signing by and through its Mayor, authorized to execute same by Commission action on the ____ day of _____, 2024 and Liberia Economic and Social Development signing by and through its Executive Director duly authorized to execute same.

AGREEMENT BETWEEN THE CITY OF HOLLYWOOD AND LIBERIA ECONOMIC AND SOCIAL DEVELOPMENT FOR CDBG-CV FUNDING

ATTEST:

CITY OF HOLLYWOOD, a municipal corporation of the State of Florida

PATRICIA A. CERNY, MMC
CITY CLERK

By: _____
JOSH LEVY, MAYOR

Date: _____

APPROVED AS TO FORM:

APPROVED BY:

DOUGLAS R. GONZALES
CITY ATTORNEY

STEPHANIE TINSLEY,
DIRECTOR OF FINANCIAL
SERVICES

SUBRECIPIENT

**LIBERIA ECONOMIC AND SOCIAL
DEVELOPMENT**

By: _____

Print Name: _____

Title: _____
(President or other authorized Officer)

Date: _____

LIST OF AGREEMENT ATTACHMENTS AND EXHIBITS

| | |
|-------------|---|
| Exhibit A | Scope of Services |
| Exhibit B-1 | Conditions Precedent to CITY's Disbursements |
| Exhibit B-2 | Disbursement Request Form |
| Exhibit C-1 | Monthly Status Report |
| Exhibit C-2 | CDBG-CV Direct Benefit Report |
| Exhibit D | Timetable/Schedule for Project(s) |
| Exhibit E | Evaluation and Monitoring |
| Exhibit F | Duplication of Benefits Affidavit for CDBG-CV Funds |
| Exhibit G | CDBG Timesheet Template |

EXHIBIT "A"
SCOPE OF SERVICES

LIBERIA ECONOMIC AND SOCIAL DEVELOPMENT

SUBRECIPIENT'S CDBG-CV funding amount is \$41,429.00 to operate Feeding Seniors Program. This program will provide Food Pantry Services and will be operated by the **SUBRECIPIENT**. Additionally, **SUBRECIPIENT** will provide nutritious food to 50 Hollywood seniors, aged 62 or older. In addition, the program will provide food assistance to persons experiencing homelessness, at risk of becoming homeless, and LMI Hollywood residents in need of food assistance.

Additional specific objectives:

The **SUBRECIPIENT** agrees to aid in the dissemination of information and promotional materials relative to City of Hollywood initiatives that includes but is not limited to, placement of the promotional materials at the **SUBRECIPIENT** offices and/or project sites as well as **SUBRECIPIENT** disseminating information to participants that attend the programs. In addition, the **SUBRECIPIENT** shall provide a complete mailing list of clientele with the exception of the clients where confidentiality is mandatory in accordance with any state, federal or local laws. The **SUBRECIPIENT** shall provide such information in a form sufficient so that the CITY may direct-mail information and promotional materials. The **SUBRECIPIENT** shall make available staff that can provide referral services complete with appropriate contact person for City of Hollywood initiatives.

The **SUBRECIPIENT** certifies that the activities carried out with the funds provided under this Agreement will meet the CDBG-CV program national objective of benefiting low- and moderate-income persons as required under 24 CFR §570.200(a)(2) and 24 CFR §570.208(a)(2) and the purpose of the CARES Act to prevent, prepare for, and respond to coronavirus.

EXHIBIT B-1
CONDITIONS PRECEDENT TO CITY'S DISBURSEMENTS

I. METHOD OF PAYMENT

A. Reimbursement

Unless otherwise stated, all Agreement funds will be released on a reimbursement basis. The Disbursement Request forms (**Exhibit B-2**) may be submitted no more often than monthly and Recipient may not request disbursement until such time as there is a need for reimbursement of eligible costs. No disbursement shall be made until the operating expenses are incurred and reimbursement requests have been approved by the CITY. The time-period for the CITY to process the disbursement request from submission of the request to availability of a check is **approximately 30 business days**.

The CITY's obligation to fund the disbursements to Recipient for the Services shall be limited to expenses incurred by Recipient **on or after October 1, 2024**.

B. Required Documentation

Disbursement requests must be accompanied by receipts, cancelled checks, bank statements corresponding with cancelled checks, invoices, written bids, phone quotes and any other reasonable and legible documents to support the expenditure and amount of disbursement requested as may be deemed appropriate by the CITY in the CITY's sole discretion.

Requests for reimbursement of wages, salaries and fringe benefits must include copies of employee timesheets, demonstrating the number of hours worked per day and per week. Each timesheet must include the name of employee, title, amount to be reimbursed for employee, and must be signed by the employee and his or her supervisor. If a full-time employee is paid partially with CDBG-CV Funds, a time distribution sheet reporting the number of hours spent working on CDBG-CV projects and on other non-CDBG-CV projects must be submitted. All requests for reimbursement of salary, wages and fringe benefits must be accompanied by timesheets (as indicated above) or copy of payroll register, a copy of the paycheck and corresponding bank statement reflecting the payment.

Disbursement requests for reimbursement of mileage must be accompanied by a log that identifies the employee, "from" where he or she traveled, "to" location, "number of miles", beginning and ending "odometer readings" and "purpose of trip." The mileage log must be signed by the employee and his or her supervisor. Mileage reimbursement will be the IRS Standard Mileage Rate.

Recipient's failure to provide the CITY with the above required documentation to receive payment under this Agreement shall result in a denial of Recipient's disbursement request.

All reimbursement requests will be reviewed by staff for accuracy, completeness, and compliance with program guidelines. **SUBRECIPIENT** may be contacted with questions or for requests for additional documentation needed.

II. ADDITIONAL PROVISIONS

A. Requests for Disbursement.

For each request for a disbursement, Recipient shall submit to the CITY a completed written disbursement request (each, a “Disbursement Request”) on a copy of the Disbursement Request Form (**Exhibit B-2**). Recipient shall attach to each Disbursement Request such invoices, receipts and other documents required by CITY evidencing that the costs and expenses were actually incurred and paid for by Recipient and were expended on an authorized public service activity.

B. Conditions to Disbursements.

1. General Conditions. The CITY shall have no obligation to make any disbursement, (a) unless the CITY is satisfied, in its sole and absolute discretion, that each and every condition precedent to the making of such disbursement has been satisfied, or (b) if an event of default or an event which, with the giving of notice or the passage of time, or both, would constitute an event of default, has occurred or is continuing.

EXHIBIT B-2
DISBURSEMENT REQUEST FORM

Name: _____
 Address: _____

 Phone# _____
 Tax ID #: _____

Request # _____
 Resolution# _____
 IDIS Project# _____
 Date Submitted: _____ 20____
 CDBG-CV Budget Total: _____

| | | |
|----|---|----------|
| 1. | Contract funds received to date: | \$ _____ |
| 2. | Contract funds previously requested but not yet received: | \$ _____ |
| 3. | Amount of this request | \$ _____ |

| Line Item & Description | Budget | Amount Received to Date | Amount of this Request | Remaining Balance |
|-------------------------|--------|-------------------------|------------------------|-------------------|
| | | | | |
| | | | | |
| TOTAL | | | | |

COMMENTS: _____

Attachments to this form are:

1. Required Documentation as described in Exhibit B-1 (B)
2. Exhibit C-1 Monthly Status Report
3. Exhibit C-2 CDBG-CV Direct Benefit Report
4. Any additional documentation requested by the CITY

I certify that the data reported above is correct, there is no duplication of benefits, and the amount requested does not exceed current needs.

Signed: _____

Print Name: _____

Title: _____

EXHIBIT C-1
MONTHLY STATUS REPORT

To: Community Development Division
2600 Hollywood Blvd.- Old Library
Hollywood, FL 33020

Recipient: _____

Project/Program Name: _____

Report Period: _____ to _____ Date Submitted: _____

Person Completing Report: _____

Contact Phone: _____ Contact Email: _____

PROGRESS REPORT: Describe progress to-date:

Provide a self-evaluation tool for improving public services for low and moderate-income persons. Include quantitative and qualitative measurements of success. Include copies of meeting notes, brochures, programs, promotional materials, or other information pertinent to the Contract.

HOW FUNDS WERE SPENT:

Copies of all canceled checks and bank statements during that report period must be attached to the monthly report to verify the payment of previously submitted invoices and billings. Account for all checks, including any voided checks.

SUPPLEMENTARY SUPPORT:

Please describe matching and in-kind contributions received during this report period: _____

ADDITIONAL COMMENTS: _____

I certify that to the best of my knowledge the data reported herein is true and correct.

Signed _____ Date: _____

Title: _____

EXHIBIT C-2

(as may be updated from time to time)

CDBG-CV DIRECT BENEFIT REPORT

RECIPIENT: _____ **DATE SUBMITTED:** _____

PROJECT NAME: _____ **REPORT PERIOD:** _____

Please complete this form on a monthly basis for the unduplicated number of persons/households assisted by this CDBG-CV funded project. Use this information below to determine the income level of the persons being reported.

**COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
LOW AND MODERATE INCOME
INCOME LIMITS
EFFECTIVE APRIL 1, 2024 (Changes Annually)**

| FAMILY SIZE | EXTREMELY LOW (30% OF MEDIAN) | VERY LOW (50% OF MEDIAN) | LOW (80% OF MEDIAN) |
|--------------------|--|-------------------------------------|--------------------------------|
| 1 | \$22,200 | \$36,950 | \$59,150 |
| 2 | \$25,400 | \$42,200 | \$67,550 |
| 3 | \$28,550 | \$47,500 | \$76,050 |
| 4 | \$31,700 | \$52,800 | \$84,450 |
| 5 | \$36,580 | \$57,000 | \$91,200 |
| 6 | \$41,960 | \$61,250 | \$98,000 |
| 7 | \$47,340 | \$65,500 | \$104,750 |
| 8 | \$52,720 | \$69,700 | \$111,500 |

Counts by Household or Persons? (H/P) ____

| REPORT PERIOD | CURRENT MONTH | | YEAR-TO-DATE |
|--|----------------------|------------------|---------------------|
| Extremely Low Income (30% of MFI) | | | |
| Low Income (50% of MFI) | | | |
| Moderate Income (80% of MFI) | | | |
| Non-Low Moderate (above 80% of MFI) | | | |
| Total Low and Moderate Income | | | |
| Percent Low and Moderate Income | | #HISPANIC | |
| White | | | |
| Black/African American | | | |

| | | | |
|---|--|--|--|
| Asian | | | |
| American Indian/Alaskan Native | | | |
| Native Hawaiian/Other Pacific Islander | | | |
| American Indian/Alaskan Native & White | | | |
| Asian & White | | | |
| Black/African American & White | | | |
| American Indian/Alaskan Native & Black/African American | | | |
| Other Multi-Racial | | | |
| Female Head of Household (LMH Only) | | | |
| Total Racial/Ethnic Group | | | |

EXHIBIT "D"
TIMETABLE/SCHEDULE FOR PROJECT(S)

| | |
|---|-------------------------|
| October 1, 2024 | Provide Services |
| November 1, 2024- September 30, 2025 | Ongoing Services |

EXHIBIT "E"
Evaluation and Monitoring

The Department will carry out periodic monitoring and evaluation activities based upon the Risk Analysis performed by the Department.

This agency is considered a Low Risk Applicant.

The Low Risk Applicant Monitoring Schedule – Monthly desk reviews at each request for reimbursement and one on-site monitoring per year prior to third quarter reimbursement.

Exhibit “F”
Duplication of Benefits Affidavit for CDBG-CV Funds:

A duplication of benefits occurs when a person, household, business, government, or other entity receives financial assistance from multiple sources for the same purpose, and the total assistance received for that purpose is more than the total need for assistance. Duplication of benefits occurs when Federal financial assistance is provided to a person or entity through a program to address losses and the person or entity has received (or would receive, by acting reasonably to obtain available assistance) financial assistance for the same costs from any other source (including insurance), and the total amount received exceeds the total need for those costs.

The CARES Act requires H.U.D. to ensure that there are adequate procedures in place to prevent any duplication of benefits as required by section 312 of the Stafford Act, as amended by section 1210 of the Disaster Recovery Reform Act of 2018 (division D of Public Law 115-254; 42 U.S.C. 5121 et seq.) and all applicable Federal Register notices, including FR-6218- N-01.

H.U.D. requires each CITY to have procedures in place to prevent the duplication of benefits when it provides financial assistance with CDBG-CV funds. Grant funds may not be used to pay for a cost if another source of financial assistance is available to pay for the same cost.

This affidavit must be completed by any SUBRECIPIENT, individual or family, business, direct beneficiary, or other entity that receives assistance and serves to document compliance with the CARES Act requirement to ensure that there are adequate procedures in place to prevent any duplication of benefits as required by section 312 of the Stafford Act, as amended by section 1210 of the Disaster Recovery Reform Act of 2018 (division D of Public Law 115-254; 42 U.S.C. 5121 et seq.) and all applicable Federal Register notices, including FR6218-N-01.

Before me, the undersigned authority, on this day personally appeared _____ who, upon first being duly sworn under penalty of perjury and penalty of violation of Federal and State laws applicable to **SUBRECIPIENT**'s application for and receipt of a grant or forgivable loan under the CDBG-CV program made the following statements and swore that they were true:

1. I hereby state that I am duly authorized by **SUBRECIPIENT** to make the certifications and declarations contained in this Affidavit on behalf of **SUBRECIPIENT**.
2. I hereby state, declare and certify that:
 - A. The Community Development Block Grant-CV Funds, awarded to the City of Hollywood does not duplicate/replace any other funds, and/or any funds from the following sources:
 - i. Federal Emergency Management Agency (FEMA) funds

- ii. Small Business Administration funds
- iii. Paycheck Protection Program funds
- iv. Insurance claims/proceeds
- v. CITY ESG-CV funds
- vi. County CDBG-CV funds
- vii. County ESG- CV funds
- viii. CITY Funds (General)
- ix. County Funds (General)
- x. Cash Awards
- xi. Loans
- xii. Private Funding
- xiii. Other Federal, State or local funding
- xiv. Other nonprofit, private sector, or charitable funding
- xv. Any funding from any other source

- B. **SUBRECIPIENT** will not use grant funds from this CDBG-CV program for any expenses already reimbursed or paid by other sources of financial assistance.
- C. **SUBRECIPIENT** acknowledges and agrees that the CITY requires **SUBRECIPIENT** to update the above information in Section A or any potential duplication of funds from any source it receives funds. **SUBRECIPIENT** acknowledges and agrees that it will immediately notify the CITY within 5 days of the receipt of any such duplication of funds from any source.
- D. **SUBRECIPIENT** acknowledges that the CITY has the right to terminate the CDBG-CV Agreement if the CITY finds that **SUBRECIPIENT** provided untruthful information or failed to update this information.
- E. This executed Affidavit serves to acknowledge that **SUBRECIPIENT** understands and agrees that the CDBG-CV funds must be repaid to the CITY of Orlando if the CITY determines that such assistance is duplicative.

By executing this Affidavit, under penalties of perjury, **SUBRECIPIENT** acknowledges, understands, and declares that she/he has read the above document and the facts stated therein are true and correct and that Title 18 United States Code, Section 1001: (1) makes it a violation of federal law for a person to knowingly and willfully (a) falsify, conceal or cover up a material fact; (b) make any materially false, fictitious, or fraudulent statement or representation; or (c) make or use any false writing or document knowing it contains a materially false, fictitious, or fraudulent statement or representation, to any branch of the United States Government; and (2) requires a fine, imprisonment for not more than five (5) years, or both, which may be ruled a felony, for any violation of such Section. Also, a person who knowingly makes a false declaration is guilty of the crime of perjury by false written declaration, which is a felony of the third degree punishable as provided in Florida Statutes 775.082, 775.083, or 775.084.

**LIBERIA ECONOMIC AND
SOCIAL DEVELOPMENT, a**
Florida not-for -profit corporation

By:

Henry Graham

Date:

EXHIBIT "G" CDBG Timesheet Template

(To be provided by Community Development Division under separate cover)

| (AGENCY NAME) CDBG TIMESHEET | CITY OF HOLLYWOOD COMMUNITY DEVELOPMENT DIVISION | | | | | | | | | | | |
|--|--|------|-------------|----|---|---|------------|--------------------------|--------------------------|--------------------------|--------------------------|--|
| PROGRAM ACTIVITY NAME | (Activity Name) | | | | | | BNO | LMA | LMC | LMH | LMJ | |
| BUSINESS | (Business Name) | | | | | | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| REQUEST PERIOD | | | | TO | | | | | | | | |
| <i>Sub-Recipient/ Employee Timesheet for CDBG Program Personnel</i> | | | | | | | | | | | | |
| | | | DAY OF WEEK | | | | | | | | | |
| EMPLOYEE NAME | POSITION TITLE | DATE | PAY RATE | M | T | W | TH | F | TOTAL NO. SERVICE HOURS | TOTAL PAID | COMMENTS | |
| First Last | | | \$ - | 0 | 0 | 0 | 0 | 0 | 0 | \$ - | | |
| | | | \$ - | 0 | 0 | 0 | 0 | 0 | 0 | \$ - | | |
| | | | \$ - | 0 | 0 | 0 | 0 | 0 | 0 | \$ - | | |
| | | | \$ - | 0 | 0 | 0 | 0 | 0 | 0 | \$ - | | |
| | | | \$ - | 0 | 0 | 0 | 0 | 0 | 0 | \$ - | | |
| TOTAL NUMBER OF HOURS WORKED FOR THIS PROGRAM ACTIVITY | | | | | | | | | | | | |
| Total Number of Hours | | | | | | | | | | 0 | | |
| Total number of CDBG Hours | | | | | | | | | | 0 | | |
| CDBG Rate of Pay Per Hour | | | | | | | | | | | | |
| Percentage Rate (According to Contract Line Item) | | | | | | | | | | | | |
| Total Pay Period Amount | | | | | | | | | | \$ - | | |
| <p><i>By submitting the timesheets (AGENCY NAME) Personnel and Supervisor certify the information provided is accurate including the program activity name, number of hours worked weekly and the total number of hours are shown in the proper cell.</i></p> <p><i>Timesheets are required for all employees paid with CDBG funds with the (AGENCY NAME). The employee should have an understanding of the distinctions between program activities and should complete the timesheets based on the program activities.</i></p> <p><i>the timesheet must be signed by the employee and the approving supervisor and kept in the personnel file and submitted to the City of Hollywood Community Development Division accompanied by request for payment.</i></p> | | | | | | | | | | | | |
| Date & Signature of Staff Personnel | Signature _____ | | | | | | Date _____ | | | | | |
| Date & Signature of Staff Supervisor | Signature _____ | | | | | | Date _____ | | | | | |
| <p>*Note: Please be sure to attach the approved timesheets and pay stubs, if applicable, together when submitting CDBG payment requests to the City of Hollywood Community Development Division.</p> | | | | | | | | | | | | |