

**COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDING AGREEMENT
BETWEEN
THE CITY OF HOLLYWOOD
AND
LIBERIA ECONOMIC AND SOCIAL DEVELOPMENT**

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, INCORPORATED., a non-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").

RECITALS

WHEREAS, the Community Development Block Grant Program ("CDBG") is administered by the United States Department of Housing and Urban Development ("HUD"); and

WHEREAS, the City is an entitlement community that receives CDBG funds awarded under the Housing and Community Development Act of 1974, in furtherance of its goal of promoting community development and improvement of public facilities, as further detailed in the City's 2024 Annual Action Plan and Consolidated Plan for Housing and Community Development Programs 2024-2029; and

WHEREAS, the City is obligated to do and perform certain services in its undertaking of a Community Development Block Grant Program pursuant to the Housing and Development Act of 1975, as amended; and

WHEREAS, the Subrecipient provides vital services to low income children and families throughout the City of Hollywood, Florida; and

WHEREAS, the Subrecipient and the services it provides have been found to meet the criteria for funding under provision 24 CFR 570.200(a) and 24 CFR 570.201; and

WHEREAS, the Subrecipient proposes to use the funds to rehabilitate a community center to expand its services available to community members. (the "Program"); and

WHEREAS, the City Commission has found that the Subrecipient has the special expertise, knowledge, and experience necessary for the operation of the Program; and, that the City will receive adequate consideration in the form of substantial public benefit.

**NOW, THEREFORE, THE PARTIES, FOR GOOD AND VALUABLE CONSIDERATION,
AGREE AS FOLLOWS:**

AGREEMENT

Article 1. SCOPE OF SERVICE

A. The City's Responsibilities

1. The City agrees to provide the Subrecipient with funding from the HUD not to exceed the amount as stated in the attached **Exhibit "A"** ("Funding") to be distributed and used according to the provisions of this Agreement.
2. The Funding will be limited to the Subrecipient's performance of the Program, including the satisfaction of expenses incurred by the Subrecipient in its performance of the Program.
3. The City's awarding of the Funding under this Agreement is contingent upon the City's receipt of adequate funds to meet the City's liabilities under this Agreement. If adequate funds are not made available to the City so that it cannot award the Funding, then the City shall notify the Subrecipient in writing within a reasonable time after such fact is determined, the City shall terminate this Agreement, and the City will not be directly or indirectly liable for failure to award the Funding to the Subrecipient under this Agreement.
4. The City shall not be liable to the Subrecipient for any cost incurred by the Subrecipient which has been paid to the Subrecipient, which is subject to be paid to the Subrecipient, which has been reimbursed to the Subrecipient, or which is subject to reimbursement to the Subrecipient by any source other than the City or the Subrecipient.
5. The City shall not be liable for any cost incurred by the Subrecipient which is not an allowable cost as set forth in this Agreement or under 24 CFR §570.207.
6. The City shall not be liable to the Subrecipient for any cost incurred by the Subrecipient or for any performance rendered by the Subrecipient which is not strictly in accordance with the terms of this Agreement.
7. The City shall not be liable to the Subrecipient for any cost incurred by the Subrecipient in the performance of this Agreement which has not been billed to the City by the Subrecipient within sixty (60) days following the termination of this Agreement.
8. The City shall not be liable for any cost incurred or performance rendered by the Subrecipient before the commencement or after termination of this Agreement.
9. The City may, at its sole discretion and convenience, review any work specifications prior to the beginning of a procurement process under this Agreement, and the City may inspect any construction for compliance with work specifications prior to the release of the Funding.
10. In accordance with 24 CFR 570.508, notwithstanding 2 CFR 200.337, the City shall provide citizens with reasonable access to records regarding the past use of CDBG funds,

consistent with applicable state and local laws regarding privacy and obligations of confidentiality.

B. The Subrecipient's Responsibilities

1. The Subrecipient will be responsible for administering the Program in a manner satisfactory to the City and in compliance with this Agreement and with any and all statutory standards related to the Funding.
2. The Subrecipient certifies that all of its activities carried out for the Program through the Funding will satisfy 24 CFR Part 570, including, but not limited to: CDBG's eligible activities under the applicable uniform administrative requirements described in 2 CFR Part 200 "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards". The Subrecipient agrees to repay any and all of the Funding that does not satisfy the regulations required under this provision.
3. The Subrecipient shall perform all activities related to the Program in accordance with its budget; all applicable laws and regulations; and, with the assurance, certifications, and all other terms, provisions, and requirements set forth in this Agreement.
4. Upon the City's request while this Agreement is in effect, the Subrecipient shall submit to the City any and all reports, documents, or information on the Subrecipient's use of the Funding or the performance of the Program contemplated under this Agreement.
5. In addition to the limitations on liability otherwise specified in this Agreement, it is expressly understood and agreed to by the Parties that if the Subrecipient fails to submit to the City in a timely and satisfactory manner any reports, documents, or information requested by the City under this Agreement, the City may, at its sole discretion, withhold all, or any part of, the Funding. If the City withholds all, or any part of, the Funding, it shall notify the Subrecipient in writing of its decision and the reasons therefor. Any Funding withheld pursuant to this paragraph may be held by the City until such time as the obligations for which the Funding is being withheld are fulfilled by the Subrecipient to the satisfaction of the City.
6. The Subrecipient shall refund to the City any Funding that is paid to the Subrecipient by the City for which the City subsequently determines results in an overpayment of Funding to the Subrecipient, or for which the City determines has not been spent by the Subrecipient in strict accordance with the terms of this Agreement. Such refund shall be made by the Subrecipient to the City within 30 working days after such refund is requested by the City.
7. The Subrecipient shall submit to the City a request for an environmental assessment to be prepared and approved on individual construction sites prior to the beginning of any project if applicable.
8. The Subrecipient will certify eligibility by completion of Self Certification forms to verify low – mod clientele participates in the Program attached in "**Exhibit G**". The CDBG program income limits are attached in **Exhibit "C"**.

9. The Subrecipient agrees that any interests or assets obtained with the Funding shall revert back to the City in the event that the Subrecipient dissolves, files for bankruptcy, or goes out of business for any reason

C. National Objective

The Subrecipient agrees that all activities funded with CDBG funds and carried out under this Agreement will meet the following CDBG program national objectives as defined in 24 CFR 570.208(a):

- 1) Activities benefiting low- and moderate-income persons

D. Performance Monitoring

1. *General Monitoring.* In accordance with 24 CFR 570.501(b) the City will monitor the Subrecipient's performance under this Agreement in order to ensure that the Subrecipient complies with the terms of this Agreement and all other applicable laws and regulations related to this Agreement and the Funding provided through this Agreement (the "Monitoring"). The Monitoring will be based on a risk analysis and a monitoring plan developed at the beginning of the fiscal year and will take place on a monthly and quarterly basis as described below. Substandard performance as determined by the City will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the City in writing, the City may suspend or terminate this Agreement.
2. *On-site Monitoring.* The number of on-site Monitoring visits will be determined by the City. The City will send a Monitoring notification letter sent to the Subrecipient at least fifteen (15) days before a Monitoring visit. The City will send Monitoring report letter to the Subrecipient within thirty (30) days of on-site Monitoring visit that will identify the findings of the Monitoring visit. The Subrecipient must provide a written response to the Monitoring report within thirty (30) days that describes how the Subrecipient will resolve the issues raised by the City in the Monitoring report. The Subrecipient must confirm receipt of the Monitoring report within thirty (30) days if no actionable issues were identified in the Monitoring report. The City reserves the right to conduct a spot check of Subrecipient's facility, at any given time without notice.

Article 2. TIME OF PERFORMANCE

Activities of the Subrecipient shall start on the first (1st) day of December 2024, and end on the thirtieth (30th) day of November 2026 (the "Term"). The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other CDBG assets, including program income.

Article 3. BUDGET

Under the terms and conditions of this Agreement, the City has allocated one hundred seventy-five thousand dollars and 00/100 (\$175,000.00) to the Subrecipient. Subrecipient

must only spend these CDBG funds in accordance with the Budget for this Program, which is attached as Exhibit "B" and made a part hereof by this reference.

Article 4. PAYMENT

A. The Payment

1. This is a cost reimbursement agreement. Reimbursement of funds under this Agreement may be requested only for necessary, reasonable, and allowable costs described in the Budget, attached hereto as **Exhibit "B-1"** and for which Subrecipient has made payment. Upon compliance with the terms of this Agreement, the City will reimburse funds to Subrecipient only after completion of the work and after receipt and approval by appropriate City personnel of the invoices and other supporting documentation. Invoices shall be submitted to Community Development ("CD") no more frequently than once per quarter and shall be in accordance with the Budget specifying the services performed and expenses incurred. All invoices must be accompanied by adequate billing documentation of payment for eligible expenses which are submitted to CD and other supporting documentation the City may request. The City will not reimburse for costs inconsistent with this Agreement, federal statutes, regulations (including Cost Principles in 2 CFR part 200, subpart E) or the terms and conditions of the City's federal award with HUD or that would otherwise result in the City charging improper, unauthorized, or otherwise unallowable costs to the City's federal award. Failure by Subrecipient to provide invoices in a timely manner, complete and error-free, shall reflect on the administrative performance rating of Subrecipient for subsequent funding awards. It is anticipated that the City will provide payment to Subrecipient within thirty (30) days from the date of receipt of complete invoices. Invoices that are incomplete or that fail to include the necessary supporting documentation may result in delay and or possible denial of payment.

No interest shall be earned on grant proceeds. All invoices submitted must be signed by an authorized signatory of Subrecipient and certified in accordance with 2 CFR§200.415. Notwithstanding anything to the contrary in this Agreement, the City also reserves the right to request and approve documentation supporting any invoice to verify the reasonableness and validity of such costs and such Budget may be modified by the City accordingly.

Notwithstanding anything herein to the contrary, Subrecipient shall not request payment from the City under this Agreement for any portion which has been paid from another source of revenue and further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

2. *Withholding Payments.* The City's obligation to reimburse Subrecipient is conditioned on Subrecipient's full compliance with this Agreement. A breach of this Agreement is grounds for non- payment by the City.

B. Not To Exceed

The total amount of the Funding to be paid by the City under this Agreement shall not exceed the amount as stated in the attached **Exhibit "B-1"**, for the Project. Any drawdowns on the Payment and any expenses for the general administration of the Program shall be made

against the line-item budgets specified in this Agreement and in accordance with the Subrecipient's performance of Program.

C. 2 CFR Part 200

Every Payment may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 2 CFR Part 200.

Article 5. GENERAL CONDITIONS

A. General Compliance

1. The Subrecipient agrees to comply with the requirements of 24 CFR Part 570 (the HUD regulations concerning CDBG, including subpart J and subpart K; 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 Part 52.
2. The Subrecipient also agrees to comply with all other applicable Federal, State and local laws, regulations, and policies governing the CDBG Funding provided under this Agreement. The Subrecipient further agrees to utilize the CDBG Funding to supplement, rather than supplant, funds otherwise available.
3. The Subrecipient shall comply with all applicable Federal laws, regulations, and requirements and all provisions of this Agreement, which include compliance with the provisions of the HCD Act and all rules, regulations, guidelines, and circulars promulgated by the various Federal departments, agencies, administrations, and commissions relating to the CDBG Program. The applicable laws and regulations include, but are not limited to: 24 CFR Part 570; 24 CFR Parts 84 and 85; 2 CFR Part 200; The Davis-Bacon Fair Labor Standards Act; The Contract Work Hours and Safety Standards Act of 1962; Copeland "Anti-Kickback" act of 1934; Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA); Title VI of the Civil Rights Act of 1964, (Public Law 88-352 implemented in 24 CFR Part 1); Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (Public Law 90-234 and Executive Order 11063 as amended by Executive Order 12259 (implemented in 24 CFR Part 107); Section 104(b) and 109 of the HCD Act of 1974; 24 CFR Part 75; Section 3 of the Housing and Urban Development Act of 1968; Equal employment opportunity and minority business enterprise regulations established in 24 CFR Part 570.904; Non-discrimination in employment, established by Executive Order 11246 (as amended by Executive Orders 11375 and 12086); Section 504 of the Rehabilitation Act of 1973 Uniform Federal accessibility Standards; The Architectural Barriers Act of 1968; The Americans With Disabilities Act (ADA) of 1990; The Age Discrimination Act of 1975, as amended; National Environmental Policy of 1969 (42 USC 4321 et seq.), as amended; Lead Based paint regulations established in 24 CFR Parts 35, 570.608, and 24 CFR 982.401; Asbestos guidelines established in CPD Notice 90-44; HUD Environmental Criteria and Standards (24CFR Part 51); The Energy Policy and Conservation Act (Public Law 94-163) and 24 CFR Part 39; Historic Preservation Act of 1966, as amended, and related laws and Executive Orders; Executive Order 11988, floodplain management, 1977 (42 FR 26951 et seq.); and, Flood Disaster protection Act of 1973.

B. “Independent Contractor”

Nothing in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of master/servant, principal/agent, employer/employee or joint venture partner between the City and Subrecipient. The City shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Worker’s Compensation Insurance as Subrecipient is an independent contractor. Subrecipient agrees and acknowledges that it shall be responsible for and shall pay any and all applicable compensation, insurance and taxes, including but not limited to federal income taxes and Social Security on the salary of any positions funded in whole or in part with CDBG funds.

C. Indemnity and Release

1. The Subrecipient shall indemnify and hold harmless, to the fullest extent permitted by law, the City, and the City's respective officers, employees, elected officials, and agents, from and against any and all losses, damages, claims, or liabilities, of any kind or nature, which arise directly or indirectly, or are related, in any way, manner, or form, to the activities contemplated hereunder.
2. The Subrecipient shall pay to the City, the City's respective officers, employees, elected officials, and or agents, as applicable, all attorneys’ fees incurred by enforcing the Subrecipient's indemnity herein.
3. The City, and its respective officers, employees, elected officials, and agents shall not be liable, and the Subrecipient hereby releases the City, and its respective officers, employees, elected officials, and agents, for, from, and against any losses, damages, claims, or liabilities to the Subrecipient.
4. The indemnity and release provided herein shall survive this Agreement.

D. Right to Exercise

The City reserves the right to exercise any right or remedy available to it by law, contract, equity, or otherwise, including without limitation, the right to seek any and all forms of relief in a court of competent jurisdiction. Further, the City shall not be subject to any arbitration process prior to exercising its unrestricted right to seek judicial remedy. The remedies set forth herein are cumulative and not exclusive and may be exercised concurrently. To the extent of any conflict between this provision and another provision in, or related to, this Agreement, the former shall control.

E. Insurance and Bonding

Without limiting Subrecipient’s indemnification, Subrecipient shall maintain in force at all times during the performance of this Agreement all appropriate policies of insurance hereinafter described and as required by 2 CFR part 200, concerning its operations. Certificates with valid and authorized endorsements, evidencing the maintenance and

renewal of such insurance coverage shall be delivered to the City prior to execution of this Agreement. The City shall be given notice in writing at least thirty (30) calendar days in advance of cancellation or modification of any policy of insurance. The City, its officers and employees shall be named as an additional named insured on all policies of liability insurance.

- a. All policies of insurance shall be in a company or companies authorized by law to transact insurance business in the State of Florida. In addition, such policy shall provide that the coverage shall be primary for losses arising out of Subrecipient's performance of the Agreement. Neither the City nor any of its insurers shall be required to contribute to any such loss. The required certificate shall be furnished prior to execution of this Agreement.
- b. At least thirty (30) calendar days prior to the expiration of any of the above referenced insurance policies, Subrecipient shall provide the City with evidence of the renewal of said insurance policies in a form satisfactory to the City.
- c. The policies and insurance required by the City include:
 - i. The Subrecipient 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.
 - ii. 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.
 - iii. 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.
 - iv. Flood Insurance. Flood insurance as required under applicable HUD regulations.
 - v. Employee Fraud Insurance. Sufficient insurance to protect from loss due to fraud, theft, and physical damage and shall purchase a bond or insurance covering all employees for theft or fraud.
 - vi. Bonding requirements. Bonding requirements in 2 CFR §200.325.

F. Grantor Recognition

The Subrecipient shall insure recognition of the role of the grantor agency in providing services through this Agreement. All activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled as to the Funding source. In addition, the Subrecipient will include a reference to the Funding in all publications made possible under this Agreement.

G. Amendments

1. The City or the Subrecipient may amend this Agreement at any time, provided that such amendments make specific reference to this Agreement, are executed in writing, signed by a duly authorized representative of both Parties. Such amendments shall neither invalidate this Agreement nor relieve or release the City or the Subrecipient from its obligations under this Agreement.
2. The City may, in its discretion, amend this Agreement to conform with Federal, State, or local governmental guidelines, policies, and available funding amounts, or for any other reason. If such amendments result in a change in the Funding, the scope of services, or the schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Parties.

H. Suspension or Termination

1. In accordance with 2 CFR Part 200 either Party may terminate this Agreement for convenience by giving written notice to the other Party of such termination and specifying the effective date thereof at least thirty (30) days before the effective date of such termination. Partial termination of this Agreement may only be undertaken with the prior approval of the City. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports, or other materials prepared by the Subrecipient under this Agreement shall, at the option of the City, become the property of the City, and the Subrecipient shall be entitled to receive just and equitable compensation for any work completed on such documents or materials prior to the termination.
2. The City may terminate this agreement if the Subrecipient fails to comply with any terms of this Agreement, whole or in part which include (but are not limited to) the following:
 - a) Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders and HUD guidelines, policies or directives as may become applicable at any time;
 - b) Failure, for any reason, of the Subrecipient to fulfil in a timely and proper manner its obligations under this Agreement;
 - c) Ineffective or improper use of CDBG funds provided under this agreement; or
 - d) Submission by the Subrecipient to the City of reports that are incorrect or incomplete in any material respect.
3. The City may suspend or terminate this Agreement if the City reasonably believes that the Subrecipient is in noncompliance with any requirement of this Agreement, then the

City may withhold up to fifteen percent (15%) of the Funding until such time as the Subrecipient is found to be, or is otherwise adjudicated, to be in compliance.

4. The City may terminate this Agreement in the event of an emergency or disaster, whether, an act of God, natural or manmade, by giving twenty-four (24) hour notice. The City may give said notice verbally to the Subrecipient. Any expenditure incurred prior to receiving notice will be reimbursed; however, in no event shall the City pay any expenses incurred after notice of termination is received by the Subrecipient.

Article 6. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. *Accounting Standards.* The Subrecipient agrees to comply with 2 CFR Part 200 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and to maintain necessary source documentation for all costs incurred under this Agreement.
2. *Cost Principles.* The Subrecipient shall administer its program in conformance with 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards", which shall be applied to all direct or indirect costs incurred by the Subrecipient under this Agreement.

B. Documentation and Record-Keeping

1. *Records to be Maintained.* The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR Part 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 demonstrating that each activity meets one of the National Objectives of the CDBG Program, benefiting low to moderate income (LMI) persons;
 - b) Records required to determine the eligibility of activities;
 - c) Financial records as required by 24 CFR Part 570.502 and 2 CFR Part 200;
 - d) Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
 - e) Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
 - f) Other records necessary to document compliance with Subpart K or 24 CFR Part 570.
2. *Retention.* The Subrecipient shall retain all financial records, supporting documents and all records pertinent to the Agreement, including but not limited to client data of no less than five (5) years. The retention period begins on the date of the submission

to the City's annual performance and evaluation report to HUD in which activities assisted under this Agreement are reported on for the final time. Expenditures under this Agreement for a period of five (5) years after the termination of all activities funded under this Agreement. Records for non-expendable property acquired with the Funding shall be retained for five (5) years after final disposition of such property. Records for any displaced person must be kept for five (5) years after the displaced person has received final payment. Notwithstanding the above, if there is any litigation, claim, audit, negotiation or other action that involves any of the records cited herein and that has started before the expiration of the five (5) year period, then such records must be retained until the completion of the actions and resolution of all issues, or the expiration of the five (5) year period, whichever occurs later.

3. *Disclosure.* The Subrecipient understands that client information collected under this Agreement is private, and the use or disclosure of such information, when not directly connected with the administration of the City or Subrecipient's responsibilities related to this Agreement, is prohibited unless written consent is obtained from such client receiving service(s) and in the case of a minor, that of a responsible parent or guardian, unless otherwise required by law.
4. *Property Records.* The Subrecipient shall maintain a real property inventory that clearly identifies any property purchased, improved, or sold under this Agreement or that is related to the Funding. Any such property shall throughout the Term remain in compliance with all eligibility criteria and shall conform with the "changes in use" restrictions specified in 24 CFR Parts 570.503(b)(7).
5. *Close-Outs.* The Subrecipient's obligation to the City under this Agreement shall not end until all close-out requirements under this Agreement are completed pursuant to applicable Federal regulations and law. 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); final close-out reports; 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 of the CDBG funds, including program income.
6. *Audits & Inspections.* All of the Subrecipient's records related to this Agreement shall be made available at any time during normal business hours as often as the City or its designee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives deems necessary to audit, examine, or make excerpts or transcripts of any data relevant to this Agreement in order for the City to produce an audit report. Any deficiencies noted in an audit report must be fully cleared by the Subrecipient within thirty (30) days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of Funding. The Subrecipient hereby agrees to have an annual internal audit conducted in accordance with current City policy concerning Subrecipient audits and, if required, a regular audit under Title 2 CFR Part 200 "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards".

C. Reporting and Payment Procedures

1. *Payment Procedures.* The City will pay to the Subrecipient the Funding based upon information submitted by the Subrecipient and consistent with any approved budget and City policy concerning the Payment. Each Payment will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Each payment request must include supporting documentation such as invoices and cancelled checks in addition, the City reserves the right to liquidate any part of the Funding for costs incurred by the City on behalf of the Subrecipient.
2. *Retention.* The City shall retain ten percent (10%) of the awarded amount (the “retention”) which will be reimbursed in compliance with the terms of this Agreement. The retention shall be withheld until the Subrecipient provides the City with releases of liens from all contractors, subcontractors and suppliers and otherwise demonstrates that it has fully complied with the requirements of part 1, Construction Liens, Chapter 713, Florida Statutes, and has fully complied with all the terms and conditions contained in this Agreement. If the Subrecipient does not comply with the terms of this Agreement, the City will not disburse the retainage.
3. *Performance and Financial Reports.* Subrecipient shall provide the City’s CD Division with quarterly and annual reports concerning the progress made on the Project. The report shall include the following information: (1) name and address of each client served; (2) narrative statement of the services provided to each client; selection of any contractors, utilization of MBE/WBE’s, and (3) such other information as may be considered appropriate by the City, such as client data demonstrating client eligibility including, but not limited to, ethnicity, race, gender, age, head of household, income level, or other basis for determining eligibility. Subrecipient shall also submit the demographic information as to gender and race and income. Subrecipient shall also file and report on such other information as may be considered appropriate by the City. The quarterly reports are due the 10th day of the month following the end of the quarter. Annual report is due by December 10, 2025, for activities conducted during the preceding year (Example: December 1, 2024 – November 30, 2025). The Subrecipient shall submit quarterly reports until the project is completed.
4. *Program Income.* The Subrecipient shall report quarterly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, 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. All unexpended program income shall be returned to the City at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the City.

D. Procurement

Compliance. The Subrecipient shall comply with Title 2 CFR Part 200, “Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards” and the City policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property procured with CDBG funds. See additional details in **Exhibit “D”**. All Program assets purchased with Funding, including unexpended program income, property, or equipment, shall revert to the City upon the termination of this Agreement.

1. *CFR Standards.* Unless specified otherwise within this Agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 2 CFR Part 200.
2. *Travel.* The Subrecipient shall obtain written approval from the City for any travel outside the metropolitan area that is financed in any way through the Funding under this Agreement.

E. Build America, Buy America (BABA) Act

The Subrecipient must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Subrecipient’s public facilities project. Pursuant to HUD’s Notice, “Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance” (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver. Additional details on fulfilling the BABA requirements can be found at https://www.hud.gov/program_offices/general_counsel/BABA and will be provided by HUD prior to the expiration of the waiver and full implementation of BABA. The Subrecipient agrees to comply with all applicable BABA requirements. The Subrecipient agrees to incorporate the language found in this section into all subcontracts executed under this Agreement.

F. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR Part 200 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the City all CDBG funds on hand and any accounts receivable attributable to the use of the Funding under this Agreement at the time of expiration, cancellation, or termination of this Agreement.
2. Real property under the Subrecipient’s control that was acquired or improved, in whole or in part, with the Funding in excess of twenty-five thousand dollars (\$25,000) shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR Part 570.208 until five (5) years after the expiration of this Agreement, or such longer period of time as the City deems appropriate. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed

period of time, then the Subrecipient shall pay to 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 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 (5) year period, or such longer period of time as the City deems appropriate.

Article 7. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(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, the requirements in 570.606(d) governing optional relocation policies. The City may preempt the optional policies. The Subrecipient shall provide relocation assistance to persons, families, individuals, businesses, nonprofit organizations, and farms that are displaced as a direct result of acquisition, rehabilitation, demolition, or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with all applicable City ordinances, resolutions, and policies concerning the displacement of persons from their residences.

Article 8. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. *Compliance.* The Subrecipient agrees to comply, and to require its subcontractors 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, with Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107, and 12086.
2. *Nondiscrimination.* The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations and executive orders referenced in 24 CFR Part 570.607, as revised by Executive Order 13279. The applicable non-discrimination provision in Section 109 of the HCDA are still applicable. The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability, or other handicap, age, marital or familial status, or status with regard to public assistance. The Subrecipient will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include, but are not limited to, the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

3. *Land Covenants.* This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570.601-602. In regard to the sale, lease, or other transfer of land acquired, cleared, or improved with assistance provided under this Agreement, 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.
4. *Section 504.* The Subrecipient agrees to comply with any Federal regulations issued pursuant in compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 706), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The City shall provide the Subrecipient with any guidelines necessary for compliance the regulations during the term of this Agreement.
5. *Reports.* The Subrecipient shall maintain a report that documents the race and ethnicity of its employees. The Subrecipient shall provide the City a copy with said report upon execution of this Agreement.
6. *Policies.* The Subrecipient shall maintain current copies of its fair housing and equal opportunity policies. The Subrecipient shall provide a copy of said policies to the City immediately upon request.

B. Affirmative Action

Approved Plan. The Subrecipient agrees they shall be committed to carry out pursuant to the City's specifications an Affirmative Action Program in keeping with the principles as provided in the President's Executive Order 11246 of September 24, 1965. If the Subrecipient receives Federal funds through the City, then the Subrecipient shall be required to develop a written Affirmative Action Program to insure that equal opportunity is provided in all aspects of its employment.

1. *Women- and Minority-Owned Business (W/MBE).* The Subrecipient will use its best efforts to afford small businesses, minority- and women-owned business enterprises and women's business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. 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 female business enterprise" means a business at least fifty-one percent (51%) owned and controlled by minority group members or women. For the purpose of the term "minority group members" means 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 women-owned business enterprises in lieu of an independent investigation

2. *Access to Records.* The Subrecipient shall furnish and cause any Subrecipient or subcontractor to furnish all information and reports required hereunder and will permit access to its books, records, and accounts by the City, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations, and provisions stated herein.
3. *Notifications.* The 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.
4. *EEO/AA Statement.* The 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.
5. *Subcontract Provisions.* The Subrecipient will include the provisions of the Civil Rights and Affirmative Action sections of this Agreement, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each Subrecipient or subcontractor.

C. Employment Restrictions

1. *Prohibited Activity.* The Subrecipient is prohibited from using the Funding provided herein or personnel employed in the administration of the Program for political activities, inherently religious activities, sectarian activity, lobbying, political patronage, or nepotism.
2. *Labor Standards.*
 - a) The 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.), the Copeland "Anti-Kickback" Act (18 U.S.C. 874 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 Act at 29 CFR Part 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.
 - b) The 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 two thousand dollars (\$2,000) for construction, renovation, or repair work financed in whole or in part with assistance provided under this Agreement, 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 Parts 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

D. “Section 3” Clause

1. *Compliance.* Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended and as implemented by the regulations set for the in 24 CFR 75, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this Agreement, and binding upon the City, the Subrecipient, any of Subrecipient, and subcontractor. The Subrecipient certifies and agrees that no contractual or other legal incapacity exists which would prevent compliance with these requirements.
2. *“Section 3” Paragraph.* 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 contract is a project assisted under a program providing direct Federal financial assistance from HUD 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 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.”

3. *Training & Employment.* The Subrecipient will 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 Project is located. Where feasible, the Subrecipient agrees that 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 HUD programs.
4. *Award of Contracts.* The Subrecipient agrees to 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 are given to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the Project is located. Where feasible, the Subrecipient agrees that priority should be given to business concerns which 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 HUD programs.
5. *Notifications.* The 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.

6. *Subcontracts.* The 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 75 and will not allow any subcontract unless the entity provides a preliminary statement of ability to comply with the requirements of this Agreement and all other applicable law.

E. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the City. Claims for money due or to become due to the Subrecipient from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

F. Subcontracts

1. *Approvals.* The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the City prior to the execution of such subcontract.
2. *Monitoring.* The Subrecipient will monitor the performance of all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance. Substandard performance as determined by the Subrecipient or the City will constitute noncompliance with this agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable time after being notified, Agreement suspension or termination will take place.
3. *Content.* The Subrecipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.
4. *Selection Process.* The Subrecipient shall insure that all subcontracts entered into in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the City along with documentation concerning the selection process.
5. *Suspension and Disbarment.* The Subrecipient shall comply with the debarment and suspension requirements set forth in 2 CFR §200.213 and 2 CFR part 180, which implement Executive Orders 12549 and 12689. Subrecipient shall also comply with 24 CFR §570.609, which requires compliance with 24 CFR Part 5 and 2 CFR part 2424, which adopts and supplements the government- wide implementation in 2 CFR part 180.

These regulations prohibit Subrecipient from entering into a contract with any person, agency or entity that is debarred, suspended or otherwise excluded from or ineligible for participation in federal assistance programs. In the event that Subrecipient has entered into a contract or subcontract with a debarred or suspended party, no CDBG funds will be provided as reimbursement for the work done by that debarred or suspended contractor or subcontractor. Subrecipient shall keep copies of the debarment and suspension certifications and a copy of the sheet documenting that the federal debarment list was checked.

G. Hatch Act

The Subrecipient agrees that no Funding or 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 United States Code.

H. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 2 CFR Part 200 and 570.611, which include but are not limited to:

1. The Subrecipient shall maintain a written code of conduct to govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
2. No employee, officer, or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
3. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the City, the Subrecipient, or any designated public agency.

I. Fraud, Waste, and Abuse Reporting

Pursuant to 2 CFR 200.113, the Subrecipient must disclose, in writing, any violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Such disclosures must be made to the City in a timely manner. The Subrecipient acknowledges that failure to make required disclosures may result in remedies described under 2 CFR 200.339, including suspension and debarment.

The Subrecipient shall ensure that all relevant staff and contractors are aware of and comply with this reporting requirement

J. Lobbying

The Subrecipient hereby certifies that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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.
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 Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. It will require that the language of Article 10.D.2 of this Agreement be included in the award documents for all subawards at all tiers, including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements, and that all Subrecipients shall certify and disclose accordingly.

K. Lobbying Certification

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

L. Copyright

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

M. Religious Organization

The Subrecipient agrees that the Funding will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 570.200(j), such as worship, religious instruction or proselytization.

Article 9. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- National Environmental Policy Act, 42 U.S.C. Part 55.
- Clean Air Act, 42 U.S.C., 7401, et seq;
- 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; other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder; and, Environmental Protection Agency (EPA) regulations pursuant to 40 C.F.R., Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that, for activities located in an area identified by 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.

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-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.

D. Historic Preservation

The 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, Part 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 (50) years old or older or that are included on a Federal, State, or local historic property list.

Article 10. SEVERABILITY

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

Article 11. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

Article 12. WAIVER

The Subrecipient's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Subrecipient to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

Article 13. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the City and the Subrecipient, and the Subrecipient and any Subrecipient, with respect to this Agreement.

Article 14. Notices

Whenever by the terms of this Agreement, notice is to be given to either party, such notice shall be in writing and shall be hand delivered or sent by certified mail, return receipt requested, postage prepaid to:

For City: Community Development Division
2600 Hollywood Blvd, 2nd Floor, Library
Hollywood, FL 33020

For City Attorney: Office of City Attorney
Hollywood City Hall
2600 Hollywood Blvd., Room 407
Hollywood, FL 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

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 Henry Graham signing by and through its Executive Director duly authorized to execute same.

AGREEMENT BETWEEN THE CITY OF HOLLYWOOD AND LIBERIA ECONOMIC AND SOCIAL DEVELOPMENT, INC. FOR CDBG FUNDING

ATTEST:

PATRICIA A. CERNY, MMC
CITY CLERK

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

By: _____
JOSH LEVY, MAYOR

Date: _____

APPROVED AS TO FORM

DOUGLAS R. GONZALES,
CITY ATTORNEY

APPROVED BY:

STEPHANIE TINSLEY,
DIRECTOR
FINANCIAL SERVICES
DEPARTMENT

AGREEMENT BETWEEN THE CITY OF HOLLYWOOD AND LIBERIA ECONOMIC AND SOCIAL DEVELOPMENT, INC. FOR CDBG FUNDING

**SUBRECIPIENT
LIBERIA ECONOMIC AND SOCIAL
DEVELOPMENT**

By: _____
Signature

Print Name: _____

Title: _____

Date: _____

LIST OF AGREEMENT ATTACHMENTS AND EXHIBITS

Exhibit A	Scope of Services/ Project Description
Exhibit B-1	Costs/Budget for Project and Conditions Precedent to City's Disbursements
Exhibit B-2	Disbursement Request Form
Exhibit C	Procurement Requirements
Exhibit D	Davis Bacon Contract Addendum
Exhibit E	Timetable/Schedule for Project
Exhibit F	Community Development Division List of Approved General Contractors
Exhibit G	Evaluation and Monitoring

Exhibit "A"

SCOPE OF SERVICES/ PROJECT DESCRIPTION

SUBRECIPIENT'S CDBG funding amount is **\$175,000.00** to execute the rehabilitation expansion project at the Liberia Economic and Social Development ("LES") Center, located at 2201 Douglas Street, Hollywood, FL 33024. This project is designed to uplift low- to moderate-income ("LMI") residents in the Historic Liberia community of Hollywood, FL. The LES Center, formerly known as the South Broward Learning Center, has a rich history of providing children with comprehensive and affordable early childhood education. Now, it will extend its mission by offering LMI residents valuable classroom opportunities to develop work skills, enhance financial literacy, learn about nutrition and fair housing, and access a variety of community services.

The City's CDBG funds are essential for the rehabilitation of the center, directly enabling low- to moderate-income (LMI) residents to access services and programs that profoundly influence their work, living conditions, social interactions, and learning opportunities. This center not only promotes engagement in education and employment but also fosters meaningful life roles, ultimately improving the overall quality of life for residents. The upgraded facility will create a more supportive learning environment for the community. Furthermore, this rehabilitation aligns perfectly with the Subrecipient's mission to provide crucial services to low-income children and families, including career counseling, job training, affordable housing, food assistance, and childcare.

By securing the necessary funds, the city will address the Subrecipient's current financial needs while also safeguarding the project's integrity, ensuring that the LES Center becomes a sustainable and impactful resource for our community for years to come.

EXHIBIT “B-1”

BUDGET

Liberia Economic and Social Development Inc.	
LES Center Rehabilitation	CDBG Request
Construction/Outfitting	
Total	\$ 175,000.00

The maximum amount of Project Funds to be administered under the Agreement is \$175,000.00 comprised of:

- Labor cost- Wages and salaries of on-site workers directly involved in construction activities.
- Burden- The cost for employer payroll taxes such as FICA, FUTA, SUAT, workers comp and fringes such as employer paid benefits like PTO, health insurance, pension, and 401k matching.
- Materials- Expenses related to raw materials, components and supplies used in the project.
- Equipment costs- Charges associated with rented or owned equipment utilized for project tasks.
- Subcontractor payments- Payments made to subcontractors hired for specialized services.

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 quarterly 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 December 1, 2024**.

B. Required Documentation

Disbursement requests must be accompanied by Required documentation and includes:

- Expense Invoices: Detailed invoices for all expenses incurred related to the project.
- Proof of Payment: Copies of checks, bank statements, or payment receipts to demonstrate that the expenses have been paid.
- Project Reports: Progress reports detailing the status of the project, including any outcomes or metrics achieved.
- Time and Attendance Records: If applicable, records showing hours worked by employees funded through CDBG.
- Before and after photos, required back-up documentation, and proof of progress
- Before and After Images: Visual documentation of the project's progress and outcomes.

The amount of disbursement requested will be paid as may be deemed appropriate by the CITY at the CITY's sole discretion.

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

B. Other Required Documentation

The **SUBRECIPIENT** is required to provide the CITY with documentation demonstrating adherence to CDBG procurement requirements for goods and services. This includes:

1. **Bid/ITB Backup Documents:** All relevant documents supporting the bidding process.
2. **Compliance with HUD Davis-Bacon and Related Acts (DBRA) and Section 3:** The **SUBRECIPIENT** is required to provide proof of compliance with HUD Section 3 and the DBRA. This includes documentation as outlined in (**Exhibits G and H**). The following items should be submitted:
 1. **DBRA Compliance Documentation:** Evidence that the **SUBRECIPIENT** and subcontractor(s) are adhering to wage rates established under the Davis-Bacon Act.
 2. **Weekly Certified Payrolls:** Weekly payroll records for all laborers and mechanics, demonstrating compliance with prevailing wage requirements.
 3. **Section 3 Documentation:** Proof of efforts made to ensure that low- and very low-income individuals are given opportunities for employment and training, including:
 1. **Employment and Training Plans:** Descriptions of initiatives to connect eligible individuals with job opportunities.
 2. **Outreach Records:** Documentation of outreach efforts to engage low- and very low-income residents.

4. **Self-Certification Forms:** Completed HUD self-certification forms from clients or employees, demonstrating eligibility for CDBG support.

Please ensure that all documentation is complete and submitted in accordance with the program requirements.

C. **Conditions to Disbursements**

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: _____
Tax ID #: _____

Request # _____

Date Submitted: _____ 20____
Budget Total: _____

Status of Outstanding Work

Activity	Status
Bids and Contracts- Receive bids	
Review Bids- Execute subcontractor agreements	
Grading & Building Permits-	
Site Work- Construction	
Final Punch-out- Punch out walk-thru list	
Final Walk-through – Project close-out	

Progress of Project -

Project Quarter-	Project Goal	Percentage of Completion

SAMPLE Request for Payment Totals

Cost Description (Including hard and soft costs)	Unit Price	Quantity	Total Payment
<i>Sample: Permits: Roof, HVAC, Windows</i>	<i>Roof: \$150.00 HVAC: \$150.00 Windows: \$150.00</i>	<i>3</i>	<i>\$450.00</i>
<i>Sample: Demolition and Disposal</i>	<i>Demolition: \$10,000.00 Disposal: \$10,000.00</i>	<i>2</i>	<i>\$20,000.00</i>

COMMENTS: _____

Attachments to this form are:

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

I certify that the data reported above is correct and the amount requested does not exceed current needs.

Signed: _____

Print Name: _____

Title: _____

EXHIBIT "C"
PROCUREMENT REQUIREMENTS

FORMAL SOLICITATION PROCEDURE (FOR LARGE PURCHASES OVER \$50K)

Overview

The City Code requires that all purchases with an estimated annual cost exceeding \$50,000 shall be procured by a formal solicitation process that may result in a written contract(s) and/or PO(s), after due public notice inviting bids or proposals ([City Code § 38.43](#)).

Clear and precise specifications should be developed to issue a formal solicitation. Examples of specifications include the make, model number and estimated quantity or specific units of measurement such as gallons, feet, etc. Specifications should also include the desired results of the purchase.

The Subrecipient will carry out the procurement duties in place of the City, unless otherwise specified. The formal solicitation shall be prepared and issued by the Subrecipient. The Subrecipient is responsible for developing contractual terms and conditions. The subrecipient will follow the City of Hollywood Procurement Code 38.35 through 38.53.

The following source selection method shall be used to conduct a formal solicitation process for the Rehabilitation of the Teen Center:

Invitation for Bids (IFB): This method is used when an award can be made to the respondent(s) that provide(s) the lowest price to the Subrecipient. Specifications and terms must be clearly defined since an awarded is made to the lowest priced responsive and responsible bidder without further negotiation (unless authorized in the IFB).

Public Notice

A notice of soliciting bids/proposals will be posted on the Subrecipient's web site and nationally recognized internet bulletin board notifications if applicable to the particular procurement. If the Subrecipient determines that this advertising method is insufficient or inefficient, other advertising methods may be utilized. The Community Development Division will notify approved vendors currently participating in the Housing Rehabilitation Program of the opportunity.

Notice Requirements for Construction Projects

In accordance with Florida Statutes Section 255.0525 and as described herein, the solicitation of competitive bids or proposals for any City funded construction project that is projected to cost more than \$200,000 shall be publicly advertised at least once in a newspaper of general circulation in Broward County at least 21 days prior to the established bid opening and at least five days prior to any scheduled pre-bid/proposal conference.

The solicitation of competitive bids or proposals for any City construction project that is projected to cost more than \$500,000 shall be publicly advertised at least once in a newspaper of general circulation in Broward County at least 30 days prior to the established bid opening and at least five days prior to any scheduled pre-bid/proposal conference. Bids or proposals shall be received and

opened at the location, date, and time established in the bid or proposal advertisement. In case of emergency, these advertising requirements may be altered in a manner that is reasonable under the emergency circumstances.

Clarification Requests

Clarifications: All inquiries and requests for clarifications shall be referred to the Subrecipient as specified in the solicitation document. In order to maintain the Cone of Silence and ensure continuity in communications, the Subrecipient may not respond to supplier questions regarding solicitations and/or associated documents. Any clarifications, interpretations, or alterations must be made in writing and furnished to all prospective bidders/proposers by means of a written addendum document.

Pre-Bid/Proposal Conferences: The Subrecipient is encouraged to conduct a pre-bid/proposal conference for all prospective bidders/proposers. Any changes, clarifications or interpretations resulting from the pre-bid/proposal conference shall be communicated to all prospective bidders/proposers by written addendum. Pre-bid/proposal conferences provide an opportunity for vendors to ask questions, receive clarifications, and visit a specific site; as well as to allow the Subrecipient the opportunity to transmit the same information to all parties at one time. Generally, pre-bid/proposal conferences are scheduled at least two weeks prior to the Bid/Proposal due date. The Subrecipient may also specify a deadline for written questions to be submitted. Pre-bid/proposal conferences are normally voluntary for bidders/proposers, unless there is an overwhelming need for bidders/proposers to attend a mandatory pre-bid/proposal conference. A situation where inspection of a site is mandatory is an example of when a mandatory pre-bid/proposal conference is appropriate.

Communication with Prospective Bidders/Proposers: During the bid/proposal process, it is very important to maintain the Cone of Silence and provide continuity of communications to ensure that everybody receives the same information, and that everybody is treated fairly. Communications provided to one bidder/proposer, and not all bidders/proposers, could result in one bid/proposer having an unfair competitive advantage. Therefore, all communication should be directed through an appointed staff person. Accordingly, any communication between an employee or board member and a prospective bidder/proposer regarding the contents of a solicitation prior to recommendation of the award is expressly prohibited under the Cone of Silence.

Bid/Proposal Receipt and Opening

Competitive sealed bids/proposals shall be submitted solely in electronic format when possible, however, complex bids/proposals may be submitted in hard copy format. Each individual solicitation will outline the submission method, which may include electronic and/or hard copy submission. Bids/Proposals shall be publicly opened at the time, date, and place designated in the solicitation. The Subrecipient may read aloud the names of the responding bidders/proposers; however, other terms of the bids/proposal may not be disclosed at that time.

Bids/Proposals received after the specified date and time for closing shall be considered late, and the bid/proposal will be returned to the bidder/proposer unopened.

Non-Responsive and Non-Responsible Bid/Proposal

A bid/proposal may be deemed non-responsive if it does not conform in all material respects to the requirements and criteria set forth in the solicitation. This includes such aspects as following solicitation instructions for proper submittal, completing all necessary forms included with the solicitation, providing information required by the solicitation, and complying with all terms, conditions and specification requirements as enumerated in the solicitation.

A bid/proposal may be deemed non-responsible if it does not demonstrate the capability in all respects to meet all requirements of the solicitation and subsequent contract. This may include demonstrating the ability to meet solicitation and contract requirements tied to experience, capacity, facilities,

equipment, credit, sufficient qualified personnel, and record of timely and acceptable past performance that will assure good faith performance for a City funded project.

If a bidder/proposer is found to be non-responsive or non-responsible, the bid/proposal will be rejected, and no further consideration will be given to that bid/proposal during the evaluation process.

Each bidder/proposer shall be required to comply with various State of Florida and City requirements as enumerated below. The bidder/proposer may be required to sign a certification testifying to its compliance. Bidders/proposers must agree to the following:

- That they have read, understand, and intend to perform as required by any contract awarded to them.
- That the bidder/proposer certifies by affidavit, that neither the bidder/proposer nor any of its officers, partners, owners, agents, representatives, or employees have been engaged in any collusive behavior resulting in diminished competition; or any behavior contrary to any anti-trust legislation.
- That the bidder/proposer does not have a person or affiliate who has been placed on the State of Florida convicted vendor list following a conviction for a public entity crime as provided in Florida Statutes Section 287.133. Individuals and vendors in violation of this requirement may not submit any bids/proposals to the Subrecipient, and any bid/proposal submitted by the firm shall be deemed non-responsive.

Evaluation Process for IFB

When an Invitation of Bids is issued, the resulting contract(s) or PO(s) shall be awarded to the lowest priced Responsive and Responsible Bidder(s) who meets the requirements set forth in the solicitation.

If any bid is found non-responsive or non-responsible, the using Subrecipient shall document the reason(s) in writing.

A written determination of a bidder(s) being found non-responsive and/or non-responsible must be made based on an assessment of the bid(s) and the technical evaluation from the Subrecipient. The Subrecipient may require a bidding vendor to include information that will validate their ability to be considered responsible.

In cases where there is a tie for the bid award, the award shall be made by giving preference to the low bidder(s) with the following items (in this order): (1) maintenance of a drug-free workplace in accordance with the requirements of Florida Statutes Section 287.087, (2) local Hollywood vendor preference, (3) closest proximity/location to project site or City Hall, and/or (4) minority-owned or disadvantaged business status. If a tie still exists after the aforementioned tiebreakers are utilized, a designated person assigned by the Subrecipient will make a recommendation for award among the tied bidders.

EXHIBIT "D"

DAVIS BACON CONTRACT ADDENDUM

Labor Standards: Davis Bacon and Related Acts

If the total amount of this contract exceeds \$2,000, the federal labor standards set forth in the clause below shall apply to the construction work to be performed under the contract. All laborers and mechanics employed by contractors and subcontractors on federally funded construction projects are required to be paid wages at not less than those prevailing on projects of a character similar in the locality, as determined by the United States Secretary of Labor in accordance with subchapter IV of Chapter 31 of title 40 of the United States Code.

Determinations regarding the applicable prevailing wages are contained at the Department of Labor's official website: www.wdol.gov. In addition, the website located at www.gpo.gov/davisbacon/ky.html may be helpful in providing information.

(a) **Minimum Wages.**

- (1) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949, in the construction of development of the project) will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3) the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determinations of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b) (2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5 (a) (1) (iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the regular weekly period, Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5 (a) (4). Laborers or mechanics performing work in more than one classification for the time actually worked therein; provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5 (a)(1)(11) and the

Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- (2) (i) Any class of laborers or mechanics that is not listed in the wage determination and that is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefore only when all the following criteria have been met:
 - (A) The work to be performed by the classification requested is not performed by a classification in the wage determination;
 - (B) The classification is utilized in the area by the construction industry; and
 - (C) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (ii) If the Contractor and the laborers and mechanics to be employed in the classification (if known) or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employee Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The administrator, or an authorized representative, will approve, modify or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.
- (iii) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee with the 30-day period that additional time is necessary.
- (iv) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (b) (2) (ii) or (iii) of this clause shall be paid to all workers performing in the classification under this contract from the first day on which work is performed in the classification.

- (3) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
 - (4) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program **provided** that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.
- (b) **Withholding of funds.** HUD or its designee shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including any apprentices, trainees and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work or, under the United States Housing Act of 1937 or under the Housing Act of 1949, in the construction (or development of the project), all or part of the wages required by the contract, HUD or its designee may, after written notice to the Contractor, file such action as may be necessary to cause the suspension of any further payment, advance or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.
- (c) **Payrolls and basic records.**
- (1) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or, under the United States Housing Act of 1937 or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address and Social Security number of each such worker; his or her correct classification; hourly rates if wages paid (including rates of contributions or costs anticipated for bonafide fringe benefits or cash equivalents thereof of the types described in section 1(b) (2) (b) of the Davis-Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. Whenever the Secretary of Labor has

found, under 29 CFR 5.5 (a) (1) (iv), that the wages of any laborer or mechanic include the amount of costs reasonably anticipated in providing benefits under a plan or program described in section 1 (b) (2) (b) of the Davis-Bacon Act, the Contractor, shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected and records that show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees and the ratios and wage rates prescribed in the applicable programs.

- (2) (i) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under subparagraph (c) (1) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. The prime Contractor is responsible for the submission of copies of payrolls by all subcontractors.
- (ii) Each payroll submitted shall be accompanied by a "Statement of Compliance" signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
 - (A) That the payroll for the payroll period contains the information required to be maintained under paragraph (c) (1) of this clause, and that such information is correct and complete.
 - (B) That each laborer or mechanic (including each helper, apprentice and trainee) employed on the contract during the payroll has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly, from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3; and
 - (C) That each laborer or mechanic has been paid not less than the
applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (iii) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the

requirements for submission of the "Statement of Compliance" required by subparagraph (c) (2) (iii) of this clause.

(iv) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

(3) The Contractor or subcontractor shall make the records required under subparagraph (d) (1) available for inspection, copying or transcription by authorized representatives of HUD or its designee, the Contracting Officer or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the Contractor, take such actions as may be necessary to cause the suspension of any further payment, advance or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be ground for debarment action pursuant to 29 CFR 5.12.

(d) (1) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprentice Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeyman on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in this paragraph, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division

determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (2) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration the ratio of trainees to journeyman on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (3) **Equal employment opportunity.** The utilization of apprentices, trainees and journeyman under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part
- (e) **Compliance with Copeland Act requirements.** The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.
- (f) **Contract termination; debarment.** A breach of this contract clause may be grounds for termination of the contract and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12

- (g) **Compliance with Davis-Bacon and related Act requirements.** All rulings and interpretations of the Davis-Bacon and related Acts contained in 29 CFR parts 1, 3 and 5 are herein incorporated by reference in this contract.
- (h) **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this clause shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in CFR Parts 5, 6 and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the PHA/IHA, HUD, the U.S. Department of Labor or the employees or their representatives.
- (i) **Certification of eligibility.**
 - (1) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded contracts by the United State Government by virtue of Section 3 (a) of the Davis-Bacon Act or 29 CFR 5.12 (a) (1).
 - (2) No part of this contract shall be subcontracted to any person or firm ineligible to be awarded contracts by the United States Government by virtue of Section 3 (a) of the Davis-Bacon Act or 29 CFR 5, 12 (a) (1).
 - (3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.
- (j) **Contract Work Hours and Safety Standards Act.** The provisions of this paragraph (j) are applicable only where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.
 - (1) **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work, which may require or involve the employment of laborers or mechanics, including watchmen and guards, shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or

mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such work week.
 - (2) **Violation; liability for unpaid wages liquidated damages.** In the event of any violation of the provisions set forth in subparagraph (j)(1) of this clause, the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or

to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic (including watchmen and guards) employed in violation of the provisions set forth in subparagraph (j) (1) of this clause, in the sum of \$10 for each calendar day on which such individual was required by provisions set forth in subparagraph (j) (1) of this clause.

- (j) **Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the Contractor or subcontractor under any such contract or any Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities in the provisions set forth in subparagraph (2) of this clause.

- (k) **Subcontracts.** The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this clause, and such other clauses as HUD or its designee may require, including appropriate instructions and a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all these provisions.

- (l) **Non-Federal Prevailing Wage Rates.** Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under state law to be prevailing, with respect to any employee in any trade or position employed under the contract, is inapplicable to the contract and shall not be enforced against the contractor or any subcontractor, with respect to employees engaged under the contract whenever such non-Federal prevailing wage rate exceeds:
 - (i) the applicable wage rate determined by the Secretary of Labor pursuant to the Davis-Bacon Act to be prevailing in the locality with respect to such trade;
 - (ii) an applicable apprentice wage rate based thereon specified in an apprenticeship program registered with the U.S. Department of Labor or a Department of Labor- recognized State Apprenticeship Agency; or
 - (iii) an applicable trainee wage rate based thereon specified in a Department of Labor- certified trainee program.

EXHIBIT E
TIMETABLE/SCHEDULE FOR PROJECT (ESTIMATED)

December 2024	Initiate Environmental Review Process, Execute Subrecipient Agreement
December 2024	Complete Environmental Review and RROF (HUD) and Initiate Plan Reviews
January- February 2025	Permitting Process, Review, and Preparation of RFP for City Review and Approval
March 2025- April 2025	Continued Plan Reviews and RFP for Prelim. Pricing
May- July 2025	Continued Plan Reviews and RFP for Final Pricing
August-November 2025	Review and Leveling of Contractor Bids
December 2025- January 2026	Contractor Selected
February 2026	Verify Wage Decision, Execute Construction Contract, Notice to Proceed and Mobilizations
February 2026	Pre-Construction Meeting
March- July 2026	Construction Phase 1- Construct Project, Review Payrolls, Conduct Employee Interviews, Contractor Payments/Change Orders, Provide Photos of Project Progress, and Hold Grants Monitoring
August- September 2026	Construction Phase 2- Construct Project, Review Payrolls, Conduct Employee Interviews, Contractor Payments/Change Orders, Provide Photos of Project Progress, and Hold Grants Monitoring
November 2026	Conduct Performance Public Hearing and Submit Close-Out Information Within 60 Days, Submit Audit, and Final Completion or Closeout

EXHIBIT F
COMMUNITY DEVELOPMENT DIVISION OF
APPROVED GENERAL CONTRACTORS

EXHIBIT G
EVALUATION AND MONITORING

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

This agency is considered a Medium-Risk Applicant.

Medium Risk Applicant Monitoring Schedule - Quarterly desk reviews at each request for reimbursement and two or more on-site monitoring per year. One on-site monitoring prior to third quarter reimbursement and a second monitoring review prior to final disbursement.