

## FIRST AMENDMENT TO LICENSE AGREEMENT

THIS FIRST AMENDMENT to that certain February 22, 2013 License Agreement (the "License"), is dated effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2017 (the "Effective Date") and is agreed to between the CITY OF HOLLYWOOD, a municipal corporation of the State of Florida, ("Licensor"), and WASHINGTON PARK CHILD CARE CENTER, INC., a not-for-profit corporation, authorized to do business in the State of Florida ("Licensee"). It is hereby mutually covenanted and agreed by and between the parties hereto that said License is amended upon the terms, covenants and conditions hereinafter set forth.

1. That Paragraph 3 of the License is amended and modified to read as follows:

The term of this license shall be for a five (5) year period commencing on June \_\_, 2017 and expiring on June \_\_, 2022 for four (4) years commencing on January 1, 2013 and expiring on December 31, 2017. This License may be renewed at the sole option of the City for two (2) additional five (5) year terms.

2. That Paragraph 7. of the License is amended and modified to read as follows:

It is the sole obligation of the Licensee to maintain, at its expense, all buildings, grounds and facilities on the premises, including but not limited to, landscaping, lighting, parking area, driveway, playground area, walkways, City swale areas, fences, kitchen equipment and appliances, air conditioning, heating systems and irrigation systems. Licensee's maintenance responsibilities shall include not only ordinary wear and tear but the replacement of all parts and equipment, except those which the Licensor deems to be capital improvements. Licensee agrees to obtain at its sole expense, within thirty (30) days of the execution of this License Agreement, a contract for maintenance of its central air conditioning system, such contract to be subject to the approval of the Licensor.

Notwithstanding the foregoing, the parties hereby acknowledge that certain repairs to the premises, as more specifically set forth in Exhibit "A" attached hereto and incorporated by reference, which are the Licensee's responsibilities, need to be undertaken immediately. In order to expedite such repair work, Licensor and Licensee are entering into the attached Loan Agreement, attached hereto as Exhibit "B", in order for Licensee to fund the cost of such repairs as Licensee currently does not have the funding available. For purposes of the Loan Agreement, payments submitted to the City shall be construed as rent. In the event that Licensee defaults on its loan payment obligations, then such default will be cause for immediate termination of the License in accordance with Paragraph 18 of the License.

Licensee shall remain full obligated and responsible for maintenance as set forth above, including but not limited to maintenance of the additional improvements/repairs being funded under the Loan Agreement.

3. That Paragraph 22 is hereby deleted in its entirety and Paragraph 23 shall be renumbered as Paragraph 22.
4. All other provisions of the Lease shall be and remain the same and in full force and effect.

EXECUTION

IN WITNESS WHEREOF, Licensor and Licensee, intending to be legally bound, have executed this First Amendment to the License Agreement as of the day and year first above written.

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

ATTEST:

By: \_\_\_\_\_  
Patricia A. Cerny, MMC  
City Clerk

By: \_\_\_\_\_  
Josh Levy, Mayor

APPROVED AS TO FORM AND LEGALITY  
FOR THE USE AND RELIANCE OF THE  
CITY OF HOLLYWOOD, FLORIDA, ONLY.

By: \_\_\_\_\_  
Alan Fallik, City Attorney

WASHINGTON PARK CHILD CARE CENTER,  
INC.

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

# **EXHIBIT "A" REPAIRS**

## **FINAL SCOPE OF WORK**

### **A. ROOF**

Repair all roof leaks on modified roof, including at scuppers, flashings and parapet walls, using GAF roofing materials

### **EXTERIOR**

#### **B. Windows**

Replace all exterior windows with impact-resistant windows. Frame color of new windows to match existing.

Price shall include all hardware and miscellaneous components, along with any structural work necessary for a complete installation. The price of replacing all the windows shall be as shown one line item on pricing sheet.

#### **C. Doors**

Replace all exterior doors, including those facing courtyard (excluding storage room door outside Classroom 3).

Doors shall be steel, commercial-grade, impact-resistant with current Miami-Dade County NOA. Replace existing hydraulic door-closer mechanisms with new units. (Only on new doors)

Front entrance shall be exterior store front typical and have electronic lock with remote access.

New rear office door and classroom doors that face courtyard shall be impact-resistant, full-lite, storefront-style units.

Price shall include all hardware and miscellaneous components, along with any structural work necessary for a complete installation. The price of replacing all the doors shall be as shown one line item on pricing sheet.

#### **D. Courtyard:**

Replace eight (8) ea. exterior wood columns with tubular steel columns affixed at top and bottom, per code.

Prime and paint new steel columns with suitable grade of exterior paint. Color TBD.

Replace any deteriorated fascia at courtyard area with new wood.

Replace gutter at courtyard area with like material, commercial-grade.

Demolish top layer of resilient play surface and replace with "Tot Turf" brand play surface, per applicable codes.

#### **E. Exterior Paint:**

Lightly power-wash all exterior walls, including dumpster enclosure, to remove any debris.

Caulk all visible gaps and voids, including dumpster enclosure. Patch all cracks in parapet walls, caulk reglet flashings and waterproof parapet walls to prevent all water intrusion.

Prepare all exterior surfaces to be painted, including dumpster enclosure with "Luxon" Sherwin-Williams primer sealer.

Paint all prepped walls, including dumpster enclosure, with Elastomeric exterior grade masonry paint.

#### **F. Miscellaneous Exterior Work**

Provide & install commercial-grade gutter system and leader(s) at rear of building, beginning immediately east of electrical mast and running to the NE corner of building.

Remove tree at rear property line to mitigate further damage to chain link fence. Repair fence, as necessary.

Remove and dispose of limb from tree that is resting on corner of building and on electrical line.

### **INTERIOR**

#### **G. Kitchen & Closet:**

Demolish water-damaged rear interior wall and haul away debris.

Remove miscellaneous items and set aside to facilitate work. Reset items after work is completed.

Scrape block wall surface and treat with mildewcide for mold spores.

Replace furring and insulate wall with  $\frac{3}{4}$  inch foiled foam board.

After rough inspection install mold-proof  $\frac{5}{8}$ " inch drywall.

After screw inspection finish drywall to match existing.

Prime & paint repaired wall to match surrounding area.

Troubleshoot and repair leak at storage room closet, including any ancillary work required to restore walls and ceiling.

For kitchen and closet include cost of removal/reinstallation of dropped ceiling grid and existing ceiling panels adjacent to wall, if necessary to conduct the work.

**Note: Fire alarm to remain functional during operating hours. Work shall be scheduled so as to allow use of kitchen during regular operating hours.**

**H. Classroom 1 Tub Room** - Repair leaky faucet at tub. Access from backside of wall, if necessary to avoid breaking tile. Convert entry door to swing type unit. Prime & paint new door. Color to be selected by operator. No electrical work is contemplated in conjunction with replacing the door.

**I. Classroom 1 Remainder of Room** - Demolish water-damaged drywall on east side of room (existing partition wall to remain – work around it). Haul away debris. Include cost of removal/reinstallation of dropped ceiling grid and existing ceiling panels adjacent to the wall, if necessary to conduct the work.

- Scrape masonry wall surface and treat with mildewcide for mold spores.
- Replace furring and insulate wall with ¾ inch foiled foam board.
- After rough inspection install mold-proof 5/8" inch drywall.
- After screw inspection finish drywall to match existing.
- Prime and paint repaired walls to match surrounding area.

**Note: Fire alarm to remain functional during operating hours.**

**J. Classroom 3:**

Repair loose window at rear door. (Only if door is not replaced)

Snake bathroom floor drain.

Demolish water-damaged drywall on east, west and north walls of room and haul away debris. Include cost of removal/reinstallation of dropped ceiling grid and existing ceiling panels adjacent to the wall, if necessary to conduct the work.

- Scrape masonry wall surface and treat with mildewcide for mold spores.
- Replace furring and insulate wall with ¾ inch foiled foam board.

- After rough inspection install mold-proof 5/8" drywall.
- After screw inspection finish drywall to match existing.
- Prime and paint repaired walls to match surrounding area.

**Note: Fire alarm to remain functional during operating hours.**

#### **K. Classroom 4:**

Demolish water-damaged drywall at west and south exterior walls of room and haul away debris. Include cost of removal/reinstallation of dropped ceiling grid and existing ceiling panels adjacent to the wall, if necessary to conduct the work.

- Scrape masonry wall surface and treat with mildewcide for mold spores.
- Replace furring and insulate wall with ¾ inch foiled foam board.
- After rough inspection install mold-proof 5/8" drywall.
- After screw inspection finish drywall to match existing.
- Prime and paint repaired walls to match surrounding area.

**Note: Fire alarm to remain functional during operating hours.**

#### **L. Laundry Room:**

Convert pocket door to inswing. Prime & paint new door. Operator to select color. No electrical work is contemplated in conjunction with replacing the door.

#### **M. Miscellaneous Interior Work**

Asbestos testing (including clearance testing) to facilitate renovations contained in Scope of Work.

**EXHIBIT "B"**  
**LOAN AGREEMENT**

AGREEMENT  
BETWEEN

**CITY OF HOLLYWOOD, FLORIDA**

AND

**Washington Park Child Care Center, Inc.**

**Capital Improvements**

A COMMUNITY DEVELOPMENT BLOCK GRANT PROJECT

THIS AGREEMENT made and entered and between the CITY OF HOLLYWOOD, FLORIDA a municipal corporation of the State of Florida, (hereinafter "**CITY**") and Washington Park Child Care Center, Inc., a not-for-profit organization authorized to do business in the State of Florida, its successors and assigns, whose Federal I.D. No. is \_\_\_\_\_ and whose DUNS number is \_\_\_\_\_ hereinafter "**SUBGRANTEE**").

W I T N E S S E T H:

NOW, THEREFORE, in consideration of the promises, covenants and payments herein, **CITY** and **SUBGRANTEE** hereby agree as follows:

ARTICLE I  
DEFINITIONS AND IDENTIFICATIONS

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

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

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

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

**BOARD:** means the Community Development Advisory Board as established by the City Commission of the City of Hollywood, Florida in accordance with Section 37.30 of the City of Hollywood Code of Ordinances, as amended from time to time.

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

**DEPARTMENT:** means the Department of Development Services of the City of Hollywood.

**GRANTEE:** means City of Hollywood, Florida, as Grantee of the City of Hollywood Community Development Block Grant Program.

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

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

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

**OMB:** means the Office of Management and Budget, the largest component of the Executive Office of the President. It reports directly to the President and helps a wide range of executive departments and agencies across the Federal Government to implement the commitments and priorities of the President.

**RULES AND REGULATIONS OF H.U.D.:** means 24 CFR §570, "Community Development Block Grant Regulations", OMB Circular A-133, "Cost Principles for Nonprofit Organizations"; and OMB Circular A-110, "Uniform Administrative Requirements", as amended from time to time.

**SUBGRANTEE:** means **Washington Park Child Care Center, Inc.**, a nonprofit organization as sub-grantee for the Project included in the City of Hollywood Community Development Block Grant Program.

## ARTICLE II PREAMBLE

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

- 2.1 Title I of the Housing and Community Development Act of 1974, P.L. 93-383, consolidated several existing categorical programs for community development into a single program of Community Development Block Grants ("CDBG") for the purpose of allowing local discretion as to the determination of needs and priorities for a community development



program. The needs and priorities of community development in the CITY were determined by the Board participating in the City of Hollywood Community Development Block Grant Program.

- 2.2 Pursuant to 24 CFR §570.200(a) and 24 CFR §570.301 of the Rules and Regulations of H.U.D., the Project(s) was included in the City of Hollywood Community Development Block Grant Program submission to H.U.D. It was determined that the proposals funded under this Project(s) would address one or more of the following three national objectives:
  - (a) Activities benefiting low and moderate-income persons (household income at or below 80% of the area median income).
  - (b) Activities which aid in the prevention or elimination of slums or blight.
  - (c) Activities designed to meet community development needs having a particular urgency because conditions pose a serious and immediate threat to the health or welfare of the community.
- 2.3 Under the Rules and Regulations of H.U.D., CITY is the administrator for the Program and the CITY is mandated to comply with various statutes, rules and regulations of the United States and the Rules and Regulations of H.U.D., as to the allocation and expenditure of funds as well as protecting the interests of certain classes of individuals who reside in the City of Hollywood, Florida.
- 2.4 CITY is mandated by H.U.D. to conduct all programs and activities relating to housing and community development in a manner which will affirmatively further fair housing.
- 2.5 Where applicable, CITY will fund only those **SUBGRANTEES** who have taken steps to promote fair housing in accordance with 24 CFR Part 100.
- 2.6 CITY is desirous of disbursing the funds to **SUBGRANTEE**. However, as administrator for the Program, CITY desires to obtain the assurances from **SUBGRANTEE**, and **SUBGRANTEE** so assures CITY that **SUBGRANTEE** will comply with the statutes, rules and regulations of the United States, the Rules and Regulations of H.U.D., the State of Florida, and applicable codes and regulations of CITY relating to the Project(s) and the Program, as a condition precedent to the release of such funds to **SUBGRANTEE**.
- 2.7 This Agreement is subject to the availability of funds as more specifically described in Article IV and Article XI hereof.

ARTICLE III  
PROJECT(S)

**SUBGRANTEE** hereby agrees to provide and implement the following eligible Project(s):

### **Capital Improvements**

This proposal was submitted and approved in the City of Hollywood, Florida's Budget 2016-2017 year process. Such Project(s) is (are) more specifically described and set forth in Exhibit "A" attached hereto and incorporated herein by reference and made a part hereof.

#### ARTICLE IV FUNDING AND METHOD OF PAYMENT

- 4.1 The maximum amount payable by the CITY under this Agreement shall be **\$145,000.00**. This shall be the maximum expenditures authorized for payment by the City under this agreement. In no event shall the CITY be liable for any sum exceeding the above stated amount.
- 4.2 CITY agrees to fund **SUBGRANTEE** for the eligible Project(s) expenses incurred as provided for in Exhibit "B" attached hereto, and incorporated herein by reference, provided that a suspension of payment as provided for in Article XII has not occurred, and provided further that **SUBGRANTEE** complies with the procedures for invoices and payments as set forth in Article V.

#### ARTICLE V PROCEDURES FOR INVOICING AND PAYMENT

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

- (a) **SUBGRANTEE** shall provide CITY with an executed original of any contracts or subcontracts authorizing the work to be done on the Project(s).

- 1. Any work or services subcontracted hereunder shall be specifically authorized by written contract, written agreement, or purchase order and such subcontract shall incorporate this Agreement by reference. Proper documentation in accordance with city, state and federal guidelines and regulations must be submitted to and approved by the Department prior to the execution of any subcontract hereunder. In addition, all subcontracts shall be subject to all applicable federal, state, county, city, and local laws, regulations and ordinances.

- 2. Any of the work or services that shall be subcontracted,

including but not limited to consulting work or services covered by this Agreement, shall be submitted in writing prior to the first payment request according to this contract.

3. All purchasing for consumables, capital equipment, supplies, and services shall be made by purchase order or by a written contract in conformity and in full compliance with the procedures prescribed by federal laws and regulations.

(b) **SUBGRANTEE** shall not use the funds allotted under this Agreement for any purpose other than the purpose set forth in Article III.

(c) **SUBGRANTEE** shall provide CITY with Project(s) budget information in conformity with the procedures prescribed by the Project Operations Manual, including OMB Circular A-133, "Cost Principles for Nonprofit Organizations," incorporated herein by reference.

(d) Request by **SUBGRANTEE** for payment shall be accompanied by all proper documentation and shall be submitted to the Department for approval no later than thirty (30) days after the last date covered by the request. **SUBGRANTEE** shall submit proper documentation with each payment reimbursement request.

(e) For purposes of this section, true and correct copies of invoices, receipts, or other evidence of indebtedness, shall be considered proper documentation. Invoices shall not be honored if received by CITY later than ten (10) days after expiration or termination of this Agreement except invoices for audit costs which may be paid of submitted not later than twelve (12) months after expiration or termination of this Agreement.

(f) In addition, **SUBGRANTEE** shall provide CITY with monthly progress reports as provided in Exhibit "C", attached hereto and made a part hereof.

5.2 Upon receiving the invoices, reports and other materials as described in this Article, the Department may audit such bid awards, contracts, reports and invoices to determine whether the items invoiced have been completed and that the invoiced items are proper for payment.

5.3 Upon determination by the Department that the services or material invoiced have been received or completed, the Department shall authorize payment to **SUBGRANTEE** the amount the Department

determines to be payable, pursuant to the audit. CITY agrees that it shall make its best efforts to pay **SUBGRANTEE** within thirty (30) calendar days after proper presentation of invoices and reports approved by **SUBGRANTEE** director or officer and the Department director or his/her designee. In no event shall CITY provide advance funding to **SUBGRANTEE**. Further, CITY agrees to make payment and reimburse all budgeted costs available under federal, state, city and county guidelines.

- 5.4 **SUBGRANTEE** shall have an adequate financial system and internal fiscal controls in accordance with H.U.D. and CITY requirements.
- 5.5 For CDBG-funded construction projects, **SUBGRANTEE** agrees to notify the Department in writing, at least forty-eight (48) hours in advance of the date that work on the Project(s) will be initiated in order that on-site inspections may be conducted by CITY.
- 5.6 **SUBGRANTEE** agrees to invoice the CITY for all funds allocated to the Project(s) by October 6, 2019. All funds not expended within the term of this Agreement shall remain in the custody and control of CITY, and shall be funds of the CITY.

ARTICLE VI  
IMPLEMENTATION AND TIMETABLE

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

ARTICLE VII  
ASSURANCES

- 7.1 **SUBGRANTEE** hereby agrees to comply with the provisions of Section 202, Executive Order 11246 and with the guidelines for applicants on

equal opportunity obligations for CDBG Funds in regard to construction contracts.

- 7.2 **SUBGRANTEE** hereby agrees to submit to the Department at least two (2) weeks prior to the actual date, written notification of all pre-bid conferences and construction contracts.
- 7.3 **SUBGRANTEE** hereby agrees to comply with all applicable federal, state and local laws, ordinances, codes, guidelines and regulations. Any conflict or inconsistency between the above federal, state or local laws, guidelines or regulations and this Agreement shall be resolved in favor of the more restrictive laws, guidelines or regulations.
- 7.4 **SUBGRANTEE** hereby agrees to act in accordance with Title VI of the Civil Rights Act of 1964, as amended from time to time, Title VIII of the Civil Rights Act as amended, Section 103 of Title I of the Housing and Community Development Act of 1974, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, the Americans with Disabilities Act of 1990, as amended from time to time, the Age Discrimination Act of 1975, as amended, and any other applicable federal, state and local laws prohibiting discrimination in employment, housing and project or program participation. In accordance with federal and state regulations, **SUBGRANTEE** agrees that no client or subcontractors of **SUBGRANTEE** will be excluded from participation in, or be denied the benefits of participation on the grounds of race, color, religion, creed, national origin, age, sex, familial status or handicap; further that no person will otherwise be subjected to discrimination under any program or activity for which **SUBGRANTEE** receives federal financial assistance or **SUBGRANTEE** will immediately take any measures necessary to effectuate this Agreement. If any real property or structure thereon is provided or improved with the aid of federal financial assistance extended to **SUBGRANTEE**, this assurance shall obligate **SUBGRANTEE** or, in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.
- 7.5 **SUBGRANTEE** hereby agrees, if applicable, to inform affected persons of these benefits, policies, and procedures provided for under H.U.D. regulations.
- 7.6 **SUBGRANTEE** hereby agrees to establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private material gain for themselves or others, with whom they have family, business employment or other ties.
- 7.7 **SUBGRANTEE** hereby agrees further that it shall be bound by the

standard terms and conditions used in the Grant Agreements and such other rules, regulations or requirements as H.U.D. may reasonably impose, in addition to the aforementioned assurances provided at, or subsequent, to the execution of this Agreement, by the parties hereto.

- 7.8 **SUBGRANTEE** hereby agrees to comply with OMB Circular A-110, as it relates to the acquisition and disposition of nonexpendable personal property. OMB Circular A-110 incorporated herein by reference and made a part hereof.
- 7.9 Except with respect to the rehabilitation or construction of residential property designed for residential use for less than eight (8) households, where there is construction work of over \$2,000.00 financed in whole or in part with CDBG Funds under this Agreement, **SUBGRANTEE** agrees to adhere to the Davis-Bacon Act, 40 U.S.C. §276A-276A-5, as amended, which requires all laborers and mechanics working on the Project to be paid not less than prevailing wage rates as determined by the Secretary of Labor.
- 7.10 **SUBGRANTEE** hereby agrees that CDBG Funds shall not be used for religious activities or provided to primarily religious entities for any activities, including secular activities.
- 7.11 **SUBGRANTEE** hereby agrees to administer, in good faith, a policy designed to assure a work place free from the illegal use, possession or distribution of drugs or alcohol by its employees and/or beneficiaries.
- 7.12 **SUBGRANTEE** acknowledges it cannot use CDBG Funds for payment of impact or similar fees, **SUBGRANTEE** must attempt to secure a waiver of such impact fees. If **SUBGRANTEE** is unsuccessful in obtaining a waiver, **SUBGRANTEE** hereby acknowledges that CDBG Grant Funds may not be utilized for payment of impact fees.
- 7.13 **SUBGRANTEE** hereby agrees that applicants for rehabilitation assistance, tenants whose housing is being rehabilitated and purchasers of HUD-associated housing will be provided with information concerning the dangers of Lead-Based Paint.
- 7.14 **SUBGRANTEE** hereby agrees that:
- (a) Federally appropriated funds have not been paid or will not be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering

into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.

- (b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

ARTICLE VIII  
FINANCIAL RESPONSIBILITY

- 8.1 **SUBGRANTEE** hereby gives CITY, H.U.D., and the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents relating to the Project(s).
- 8.2 **SUBGRANTEE** hereby agrees to maintain books, records and documents in accordance with standard accounting procedures and practices which sufficiently and properly reflect all expenditures of funds provided by CITY under this Agreement.
- 8.3 **SUBGRANTEE** hereby agrees that if it has caused any funds to be expended in violation of this Agreement, it shall be responsible to refund such funds in full to CITY from nonfederal resources, or if this Agreement is still in force, any subsequent request for payment shall be withheld by CITY.
- 8.4 **SUB GRANTEE** must comply with OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (the "Super Circular") as amended from time to time. In addition, all grant funds from the CITY should be shown via explicit disclosure in the annual financial statements and/or the accompanying notes to the financial statements. The cash match and in-kind contributions should also be shown. Such financial disclosure information shall be filed with CITY within ninety (90) days after the close of **SUB GRANTEE'S** fiscal year. **SUBGRANTEE** is responsible for costs associated with the above-mentioned audit. Only costs associated with an audit of CDBG Funds

shall be charged as an eligible program cost. However, any costs associated with an audit of CDBG Funds must be incurred prior to the expiration or termination of this Agreement. These costs may be charged on a direct basis or by proration or cost allocation. To ensure compliance with these auditing requirements, **SUBGRANTEE** should initiate the audit process prior to the end of the fiscal year. Selection of an auditor should be completed by the end of the third quarter of **SUBGRANTEE'S** fiscal year.

8.5 **SUBGRANTEE** hereby agrees and understands that all funding authorization through CDBG shall be used only for eligible activities specifically outlined in this Agreement. **SUBGRANTEE** shall demonstrate significant material progress within the timetable in Exhibit "D", attached hereto incorporated herein by reference and made a part hereof. In the event such material progress is neither evidenced nor commenced within said timetable, the CDBG Funds shall revert to CITY as provided in this Agreement, and shall be used by CITY at its discretion for reallocation to other eligible CDBG projects.

8.6 Program income generated as a result of receipt of CDBG Funds shall be retained by the **SUBGRANTEE**. Additionally, this income should be added to funds committed to the Project(s) by the **SUBGRANTEE** and used proportionally to the original funding allocation to further eligible program objectives. Expenditure of program income is subject to the conditions prescribed by H.U.D. and by the terms of this Agreement.

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

8.7 CITY shall have the right to audit and monitor any Project(s) income as a result of a CDBG activity.

8.8 **SUBGRANTEE** is required to and hereby agrees to account for program income related to Project(s) financed in whole or part with CDBG Funds.

8.9 Any real property under the **SUBGRANTEE'S** control that was acquired or improved in whole or part with Federal Funds in excess of \$300,000.00 shall either be:

(a) Used to meet one of the National Objectives in 24 CFR §570.208, as amended, until five (5) years after the expiration of this Agreement, or

(b) Disposed of in a manner that result in CITY being reimbursed in the amount of the current fair market value of the property less any portion of the value attributable to the expenditure of non-



CDBG Funds for acquisition of or improvement to the property.

ARTICLE IX  
INDEMNIFICATION CLAUSE

- 9.1 The **SUBGRANTEE** agrees to indemnify, defend and hold harmless the CITY, its officers, agents and employees against any loss, damage or expense (including all costs, reasonable attorneys and appellate fees) suffered by CITY from (a) any claim, demand, judgment, decree, or cause of action of any kind or nature arising out of any error, omission, or negligent act of **SUBGRANTEE**, its agents, servants, or employees, in the performance of services under this Contract, (b) any breach or misconduct by the **SUBGRANTEE** of this Contract, (c) any inaccuracy in or breach of any of the representations, warranties or covenants made by the **SUBGRANTEE** herein, (d) any claims, suits, actions, damages or causes of action arising during the term of this Contract for any personal injury, loss of life or damage to property sustained by reason or as a result of performance of this Contract by the **SUBGRANTEE** and the **SUBGRANTEE'S** agents, employees, invitees, and all other persons, claims, suits, actions, damages or causes of action for any personal injury, loss of life or damage to property sustained by reason or as a result of the presence of the **SUBGRANTEE** and the **SUBGRANTEE'S** agents, employees, invitees, and all other persons, and (e) any **SUBGRANTEE** acknowledges and agrees that CITY would not enter into this contract without this indemnification of CITY by **SUBGRANTEE**, and that CITY'S entering into this contract shall constitute good and sufficient consideration for this indemnification. Such obligation to indemnify and hold harmless shall continue notwithstanding any negligence or comparative negligence on the part of the CITY relating to such loss or damage and shall include all costs, expenses and liabilities incurred by the CITY in connection with such claim, suit, action or cause of action, including the investigation thereof and the defense of any action or proceedings brought thereon and any order, judgment or decree which may be entered in any such action or proceeding as a result thereof. These provisions shall survive the expiration or earlier termination of the Agreement. Nothing in this Agreement shall be construed to affect in any way the CITY'S rights, privileges, and immunities as set forth in §768.28, Florida Statutes. This indemnification shall survive the cancellation or expiration of this contract, as applicable.
- 9.2 The CITY gives as independent and specific consideration the sum of \$10.00 for the granting of this indemnification/hold harmless. The receipt and sufficiency of this consideration is acknowledged by **SUBGRANTEE**. If construction and/or design work is being funded by this contract these provisions will be interpreted to comply with the applicable provisions of §725.06 and §725.08, Florida Statutes, applicable. This indemnification/hold harmless shall not include claims arising directly from the gross negligence, willful, wanton, or intentional misconduct or act of the City, its employees or agents. This indemnity/hold harmless

shall be limited to either the construction cost of the project or \$1,000,000.00, whichever is less.

ARTICLE X  
EVALUATION AND MONITORING

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

ARTICLE XI  
TERM OF AGREEMENT

- 11.1 This Agreement shall commence on upon execution of by all parties and shall expire on July 1, 2032 for purposes of repayment of the loan. Agreement. As to the repairs for which the loan funding is being provided, repairs shall be completed in accordance with the contract(s) for rehabilitation services executed between the **Subgrantee** and the Contractor. This Agreement is contingent upon the availability of funds. Should funds no longer be available, this Agreement shall terminate upon no less than twenty-four (24) hours' notice in writing to **SUBGRANTEE**. Said notice shall be delivered by certified mail, return receipt requested, or in person, with proof of delivery. CITY shall be the final authority as to the availability of funds. CITY shall not be liable to **SUBGRANTEE** if funding is not available.
- 11.2 If, through any cause, **SUBGRANTEE** fails to commence work on the Project, as set forth in Exhibit "D", within three (3) months from the date of execution of this Agreement, or fails to fulfill in timely and proper manner its obligation under this Agreement, or if **SUBGRANTEE** shall violate any of the covenants, terms or conditions, or stipulations of this Agreement, CITY shall thereupon have the right to terminate this Agreement or suspend payment in whole or part by giving written notice to **SUBGRANTEE** of such termination or suspension of payment and specifying the effective date thereof, at least five (5) days before the effective date of termination or suspension. If payments are withheld, the

Department shall specify in writing the actions that must be taken by **SUBGRANTEE** as a condition precedent to resumption of payments and should specify a reasonable date for compliance.

- 11.3 In the event of termination, and upon expiration of this contract, all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports prepared, capital equipment and any other assets secured by **SUBGRANTEE** with CDBG Funds under this contract shall be promptly given to the CITY within thirty (30) days of the expiration or cancellation date.
- 11.4 Notwithstanding the above, **SUBGRANTEE** shall not be relieved of liability to CITY for damages sustained by CITY by virtue of any breach of this Agreement by **SUBGRANTEE**, and CITY may withhold any payments to **SUBGRANTEE**, for the purposes of set-off until such time as the exact amount of damages is determined.
- 11.5 Notwithstanding the loan commitment associated with this agreement, in the best interests of the program and in order to better serve the people in the target areas and fulfill the purposes of the Act, either party may terminate this Agreement upon thirty (30) days' notice in writing of its intent to terminate, stating the party's reasons for doing so. In the event CITY terminates the Agreement, CITY shall pay **SUBGRANTEE** for documented committed eligible costs subject to the conditions set forth in subsection 11.4 above.

## ARTICLE XII SUSPENSION OF PAYMENTS

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

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

## ARTICLE XIII

INDEPENDENT CONTRACTOR

**SUBGRANTEE** is and shall be, in the performance of the project(s) under this agreement an independent contractor, and not an employee, agent, or servant of the CITY. Services provided by **SUBGRANTEE** shall be performed by employees of **SUBGRANTEE** and subject to supervision by **SUBGRANTEE**, and shall not be deemed officers, employees, or agents of CITY. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to **SUBGRANTEE'S** sole direction, supervision and control. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of **SUBGRANTEE**, which policies of **SUBGRANTEE** shall not conflict with CITY, H.U.D., or Federal policies, rules or regulations relating to the use of CDBG funds provided for herein. The City and the **SUBGRANTEE** are not partners, joint ventures or affiliated entities.

ARTICLE XIV  
ALL PRIOR AGREEMENTS SUPERSEDED

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

ARTICLE XV  
NOTICES

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

<u>For City:</u>	Department of Development Services Community Development Division
------------------	--

2600 Hollywood Boulevard #203  
Hollywood, Florida 33020

For City Attorney Office of the City Attorney  
Hollywood City Hall  
2600 Hollywood Blvd. Room 407  
Hollywood, Florida 33020

For Subgrantee: Robert Mullings  
Washington Park Child Care Center, Inc.  
5731 Pembroke Road  
Hollywood, Fl. 33023

ARTICLE XVI  
AMENDMENTS; ASSIGNMENTS

- 16.1 It is understood that CITY, as Grantee, is responsible to H.U.D. for the administration of CDBG Funds and may consider and act upon reprogramming recommendations as proposed by its **SUBGRANTEE** or the Department after appropriate referral to the Board. In the event that CITY approves any modification, amendment, or alteration to the funding allocation, **SUBGRANTEE** shall be notified pursuant to Article XV and such notification shall constitute an official amendment.
- 16.2 CITY may, in its discretion, amend this Agreement to conform with changes in federal, state, CITY and/or H.U.D. guidelines, directives, and objectives. Such amendments shall be incorporated by written amendment as a part of this Agreement and shall be subject to approval by the City of Hollywood City Commission.
- 16.3 The Department Director shall be authorized to approve any changes to Exhibit "B" necessary to enhance the performance of the project set out in Exhibit "A", provided such changes do not result in substantial change in the project, and are compliant with CDBG regulations.
- 16.4 It is agreed that contract amendments including budget transfers which do not result in a substantial change in the Project should be executed in the following manner:
- (a) The transfer request shall originate from **SUBGRANTEE** and shall be forwarded to the Department for processing.
  - (b) The request shall include a narrative justification for the proposed transfer.

(c) The request shall be forwarded to the Department and to the City's Director of Financial Services.

16.5 **SUBGRANTEE** shall not transfer or assign the performance of services called for in this Agreement without the prior written consent of CITY.

16.6 Except as expressly provided in this Article it is agreed that no modification, amendment or alteration in terms or conditions contained herein shall be effective unless contained in a written document executed by the parties with the same formalities as employed in this agreement.

ARTICLE XVII  
REPORTS, PLANS AND OTHER AGREEMENTS

All reports, plans, surveys, information, documents, maps and other data or procedures developed, prepared, assembled or completed by **SUBGRANTEE** for the purposes of this Agreement shall become the property of CITY without restriction, reservation or limitation of their use and shall be made available by **SUBGRANTEE** at any time upon request by CITY or the Department. Upon completion of all work contemplated under this Agreement, copies of all of the above data shall be delivered to the Department Director upon his/her written request.

ARTICLE XVIII  
CONFLICT OF INTEREST

**SUBGRANTEE** covenants that no person who presently exercises any functions or responsibilities in connection with the Project(s) has any personal financial interest, direct or indirect, in the Project during their tenure or for one (1) year thereafter as provided for in 24 CFR §570.611(b) which would conflict in any manner or degree with the performance of this Agreement and that no person having any conflicting interest shall be employed or subcontracted. Any possible conflicting interest on the part of **SUBGRANTEE** or its employees shall be disclosed in writing to the Department. It shall not be deemed a conflict as long as all purchasing for consumables, capital equipment and services are obtained in conformance with Article V.

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

ARTICLE XIX  
EXECUTION

This document shall be executed in three (3) counterparts, each of which

shall be deemed to be an original.

ARTICLE XX  
CONSENT TO JURISDICTION

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

ARTICLE XXI  
GOVERNING LAW

The parties agree this Agreement shall be construed in accordance with and governed by the laws of the State of Florida. If this agreement is between two governmental agencies, the parties will abide by Chapter 164, Florida Statutes ("Florida Governmental Conflict Resolution Act").

ARTICLE XXII  
SEVERABILITY

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

ARTICLE XXIII  
LEGAL PROVISIONS DEEMED INCLUDED

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

ARTICLE XXIV  
THIRD PARTY BENEFICIARIES

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

ARTICLE XXV  
JOINT PREPARATION

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

ARTICLE XXVI  
COOPERATION WITH CITY OF HOLLYWOOD INITIATIVES

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

(This portion intentionally left blank)



IN WITNESS WHEREOF, the parties hereto 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 \_\_\_\_\_, 2017 and \_\_\_\_\_ signing by and through its President/CEO duly authorized to execute same.

ATTEST:

municipal

CITY OF HOLLYWOOD, a  
corporation of the State of Florida

By: \_\_\_\_\_

JOSH LEVY, MAYOR

\_\_\_\_\_  
PATRICIA A. CERNY, MMC  
CITY CLERK

Date: \_\_\_\_\_

APPROVED AS TO FORM AND  
LEGALITY FOR THE USE AND  
RELIANCE OF THE CITY OF  
HOLLYWOOD, FLORIDA ONLY

APPROVED BY:

\_\_\_\_\_  
JEFFREY P. SHEFFEL, CITY ATTORNEY

\_\_\_\_\_  
GEORGE R. KELLER, JR.  
ASSISTANT CITY MANAGER OF FINANCE AND  
ADMINISTRATION/ INTERIM DIRECTOR OF  
FINANCIAL SERVICES

Gunzberger-Washington Park

**SUBGRANTEE**

ATTEST: -Washington Park Child Care Center, Inc.

By: \_\_\_\_\_

\_\_\_\_\_  
Secretary

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_  
(President or other authorized Officer)

Date: \_\_\_\_\_

**EXHIBIT "A"**  
**SCOPE OF SERVICES**

**Washington Park Child Care Center, Inc.**  
**Capital Improvements**

**Project Narrative**

CDBG funds shall be used to make needed repairs and renovations to the Sue Gunzburger Washington Park Child Care Center located at 5731 Pembroke Road, Hollywood FL 33023. CDBG funds shall be provided as a line of credit to Washington Park Child Care Center, Inc. in the form of a 0% interest loan over a fifteen (15) year term.

Washington Park Child Care Center, Inc. shall continue to offer center-based and full-time child care and early education services designed for young children. Fifty-one (51%) of the beneficiaries of the services at the facility shall have household incomes that do not exceed 80% of the Area Median Income (LMI families and households).

In order to ensure affordability of services for LMI families and households, Washington Park Child Care Center, Inc. shall take effective steps to make cost of childcare services affordable for LMI families and households who reside in the City of Hollywood.

Washington Park Child Care Center, Inc. will meet the quality standards of the State of Florida's subsidized childcare program. Daily attendance shall be tracked every month.

**Specific use of funds**

**Pre-Contract(s) Award and Execution**

Washington Park Child Care Center, Inc will develop a Construction Scope of Services sufficient to address needed repairs and renovations.

In adherence to CDBG procurement requirements and subsequent to the development of the Construction Scope of Services, Washington Park Child Care Center, Inc shall solicit a minimum of three bids. The Community Development Division shall consult The System for Award Management to ensure that the solicited parties are not debarred are suspended from government contracts.

The solicitation package and subsequent contract with the successful bidder shall include at a minimum:

1. The Construction Scope of Services, Current Wage Rate Decision
2. The following Davis-Bacon Clause

*"Any contract resulting from this solicitation requires compliance with the Davis Bacon Act and adherence to the current U.S. Department of Labor Wage Decision. Attention is called to the*

*fact that not less than the minimum salaries and wages as set forth in the Wage Decision (included herein) must be paid on this project. The Wage Decision, including modifications, must be posted by the Contractor on the job site Federal Labor Standards Provisions shall be included and made a part of any contract resulting from this solicitation”.*

3. The following Section 3 Compliance Clause

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

*B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.*

*C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.*

*D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.*

*E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected by before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.*

*F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.*

*G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference in the award of contracts and subcontracts*

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

### **Post Contract(s) Award and Execution**

Subsequent to contract award and execution, the Community Development Division of the City of Hollywood shall act as "Davis-Bacon Administrator". As Davis-Bacon Administrator the Community Development Division shall be responsible for the proper administration and enforcement of the Federal labor standards provisions. The Community Development Division shall provide labor standards advice and support to the project principals (e.g., contractors, owner, sponsor, architect), including providing the proper Davis-Bacon wage decision ensuring that the wage decision and contract clauses are incorporated into the contract for construction. The Community Development division shall monitor labor standards compliance by conducting interviews with construction workers at the job site and reviewing payroll reports, and oversees any enforcement actions that may be required.

### **Draw Requests**

Washington Park Child Care Center, Inc. is responsible requesting draws in accordance with the Draw Schedule contained in Exhibit B of this agreement and the Request for Payment Form at Exhibit F of this agreement. Exhibit F shall be accompanied by Invoices and/or other acceptable evidence of indebtedness. If there are multiple construction contracts funded by this line of credit, Exhibit B and Exhibit F may be amended administratively to address each properly solicited construction contract funded by this line of credit and as agreed upon by the City and Washington Park Child Care Center, Inc.

### **Reports**

Washington Park Child Care Center, Inc. shall be responsible to submit the weekly report package in Exhibit C of this agreement.

### **Loan Repayment**

Washington Park Child Care Center, Inc. shall be responsible to make loan repayments in accordance with the repayment schedule at Exhibit G of this agreement. If Washington Park Child Care Center Inc. does not use the entirety of the \$145,000.00 on CDBG eligible capital improvement activities, Exhibit G shall be amended administratively to reflect the actual outlay from the line of credit.

### **Dissemination of Information**

Washington Park Child Care Center, Inc. agrees to aid in the dissemination of information and promotional materials relative to City of Hollywood initiatives. This includes, but is not limited, to making available information and promotional materials relative to City of Hollywood initiatives in the Sue Gunzburger Washington Park Child Care Center. In addition, Washington Park Child Care Center, Inc. shall provide a complete mailing list of clientele with the exception of the clients where confidentiality is mandatory. Washington Park Child Care Center, Inc. shall provide such information in a form sufficient so that the City may direct-mail information and

promotional materials. Washington Park Child Care Center, Inc. shall make available staff that can provide referral services complete with appropriate contact person for City of Hollywood initiatives.

**EXHIBIT "B"**  
**DRAW SCHEDULE**

The total CDBG line of credit available in this agreement shall not exceed \$145,000.00. The table below reflects an anticipated \$97,000.00 initial expenditure. The remaining \$48,000.00 in the line of credit is available to the Washington Park Child Care Center, Inc. for additional construction, upon approval by the City. Line of credit funding shall not be used to pay for the costs of customary maintenance. Washington Park Child Care Center, Inc will be funded on the basis of performance and eligible project expenses incurred. If there are additional construction contracts funded by this line of credit, Exhibit B may be amended administratively to address each properly solicited construction contract funded by this line of credit and as agreed upon by the City and Washington Park Child Care Center, Inc.

Anticipated Initial Draw Schedule

<b>Draw</b>	<b>Percentage of completion</b>	<b>Dollar amount of Draw</b>
1	25%	\$24,250.00
2	50%	\$24,250.00
3	75%	\$24,250.00
4	90%	\$14,550.00
	Retainage	\$ 9,700.00

The process for requesting a draw is as follows:

Washington Park Child Care Center, Inc. shall submit the Request for Payment (Exhibit F) that clearly details expenses incurred. Exhibit F must be accompanied by Invoices and/or other acceptable evidence of indebtedness. If there are multiple construction contracts funded by this line of credit, Exhibit F may be amended administratively to address each properly solicited construction contract funded by this line of credit and as agreed upon by the City and Washington Park Child Care Center, Inc.

## **EXHIBIT "C"**

### **WEEKLY PERFORMANCE REPORTS**

Beginning the first day of the second program week after the execution of this agreement and each week thereafter, Washington Park Child Care Center, Inc. will submit a weekly program performance report package inclusive the forms attached as Exhibit C(2) Pages 1-3 to the Community Development Division.

**Exhibit C(2) Page 1** details construction progress and explains any problems encountered with the project's implementation. In adherence to Davis-Bacon Act, the report shall also include the WH-347 weekly certified payroll. Exhibit C(2) Page 1 shall be signed by the appropriate representative of Washington Park Child Care Center, Inc.

**Exhibit C(2) Page 2** describes efforts made to meet Section 3 Requirements and obstacles that prevent meeting Section 3 Requirements. Exhibit C(2) Page 2 shall be signed by the appropriate representative of Washington Park Child Care Center, Inc.

**Exhibit C(2) Page 3** lists "New Hires" and "New Section 3 Hires" for each contractor associated with this agreement. A separate Exhibit C(2) Page 3 shall be signed by each contractor and submitted to Washington Park Child Care Center, Inc. who shall subsequently submit it with each weekly report package.



**EXHIBIT C(2) PAGE 1  
WEEKLY PROGRESS REPORT**

Date: \_\_\_\_\_

Master Permit# \_\_\_\_\_

Contractors On-site	Superintendent	Trade	Contact Number

Weekly Progress/Hindrances

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Inspections	Request Date	Date of Inspection	Pass/Fail

*Section 3 Hires	Trades	Section 3 Businesses	Trades

**WH-347 Weekly Payroll	Start Date	End Date	

Wage Rate Determination# \_\_\_\_\_

Signature \_\_\_\_\_

*Washington Park Child Care, Inc.*

\* Attach Section 3 Report

\*\*Attach WH-347 weekly certified payroll



**EXHIBIT C(2) PAGE 3**  
**SECTION 3 COMPLIANCE REPORT (NEW HIRES)**

Date: \_\_\_\_\_

Contractor: \_\_\_\_\_

Signature \_\_\_\_\_

Job Category	# of New Hires	# of Sec. 3 New Hires	Aggregate # of Staff Hours for New Hires	Total # of Staff Hours for New Sec. 3 Hires
Professional				
Technician				
Foreman/ Supervisor				
Office/ Clerical				
Cleaning/ maintenance				
Demolition				
Construction by Trade				
Cabinet Maker				
Carpenter				
Concrete/ Terrazzo				
Craftworker, skilled				
Drywall/ Ceiling Tile				
Electrician				
Fencing				
Flooring / Carpet				
Gutter Installer				
Hazardous Materials				
HVAC				
Insulator				
Laborer				
Landscape				
Masonry, Plaster, Stucco				
Painter				
Paving				
Plumber				
Power Equipment Operator, Skilled				
Power Equipment Operator, Unskilled				
Roofer				
Sprinkler Installer				
Tile/ Marble Cutter/ Setter				
Truck Driver				
Total				

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

If there are multiple construction contracts funded by this line of credit, Exhibit D may be amended administratively to address each properly solicited construction contract funded by this line of credit and as agreed upon by the City and Washington Park Child Care Center, Inc.

<b>Percentage of Completion</b>	<b>Date of Completion</b>
Notice of Commencement	8/15/2017
Permits Secured	9/15/2017
25% Completion	10/15/2017
50% Completion	11/15/2017
75% Completion	12/15/2017
Project Completion with C.O.	1/15/2018

**EXHIBIT "E"**

**OMB CIRCULARS A-110 AND A-133**

**Circulars available at 2600 Hollywood Blvd. Room 203**

**EXHIBIT "F"**  
**REQUEST FOR PAYMENT**

Exhibit F shall be accompanied by Invoices and/or other acceptable evidence of indebtedness. If there are multiple construction contracts funded by this line of credit, Exhibit F may be amended administratively to address each properly solicited construction contract funded by this line of credit and as agreed upon by the City and Washington Park Child Care Center, Inc.

Amount of Draw Request      \$ \_\_\_\_\_      Draw#      \_\_\_\_\_

Draw	Activity	Budgeted Amount	Total Amount of Previous Draws	Remaining
1		\$	\$0.00	
2		\$	\$	
3		\$	\$	
4		\$	\$	
<b>Retainage</b>	Retainage	\$ 9,700.00	\$	
	<b>Grand Total</b>	<b>\$97,000.00</b>	<b>\$</b>	<b>\$</b>

**Attachments:** *Invoices and/or other acceptable evidence of indebtedness*

**Exhibit "G"**

If Washington Park Child Care Center, Inc. does not use the entirety of the \$145,000.00 on CDBG eligible capital Improvement activities, Exhibit G shall be amended administratively to reflect the actual outlay from the line of credit.

## Amortization Table

### Initial Data

LOAN DATA	TABLE DATA
Loan amount: <b>\$145,000.00</b>	Table starts at date: <span style="background-color: #90EE90; border: 1px solid black; display: inline-block; width: 100px; height: 20px;"></span>
Annual interest rate: <b>0.00%</b>	or at payment number: <span style="background-color: #90EE90; border: 1px solid black; display: inline-block; width: 100px; height: 20px;"></span>
Term in years: <b>15</b>	
Payments per year: <b>12</b>	
First payment due: <b>8/1/2017</b>	

PERIODIC PAYMENT	
Entered payment: <span style="background-color: #90EE90; border: 1px solid black; display: inline-block; width: 100px; height: 20px;"></span>	The table uses the calculated periodic payment amount, unless you enter a value for "Entered payment."
Calculated payment: <b>\$805.56</b>	

CALCULATIONS		
Use payment of: <b>\$805.56</b>	Beginning balance at payment 1:	<b>\$145,000.00</b>
1st payment in table: <b>1</b>	Cumulative interest prior to payment 1:	<b>\$0.00</b>

### Table

No.	Payment Date	Beginning Balance	Interest	Principal	Ending Balance	Cumulative Interest
1	8/1/2017	145,000.00	0.00	805.56	144,194.44	0.00
2	9/1/2017	144,194.44	0.00	805.56	143,388.89	0.00
3	10/1/2017	143,388.89	0.00	805.56	142,583.33	0.00
4	11/1/2017	142,583.33	0.00	805.56	141,777.78	0.00
5	12/1/2017	141,777.78	0.00	805.56	140,972.22	0.00
6	1/1/2018	140,972.22	0.00	805.56	140,166.67	0.00
7	2/1/2018	140,166.67	0.00	805.56	139,361.11	0.00
8	3/1/2018	139,361.11	0.00	805.56	138,555.56	0.00
9	4/1/2018	138,555.56	0.00	805.56	137,750.00	0.00
10	5/1/2018	137,750.00	0.00	805.56	136,944.44	0.00
11	6/1/2018	136,944.44	0.00	805.56	136,138.89	0.00
12	7/1/2018	136,138.89	0.00	805.56	135,333.33	0.00
13	8/1/2018	135,333.33	0.00	805.56	134,527.78	0.00
14	9/1/2018	134,527.78	0.00	805.56	133,722.22	0.00
15	10/1/2018	133,722.22	0.00	805.56	132,916.67	0.00
16	11/1/2018	132,916.67	0.00	805.56	132,111.11	0.00
17	12/1/2018	132,111.11	0.00	805.56	131,305.56	0.00
18	1/1/2019	131,305.56	0.00	805.56	130,500.00	0.00
19	2/1/2019	130,500.00	0.00	805.56	129,694.44	0.00
20	3/1/2019	129,694.44	0.00	805.56	128,888.89	0.00

21	4/1/2019	128,888.89	0.00	805.56	128,083.33	0.00
22	5/1/2019	128,083.33	0.00	805.56	127,277.78	0.00
23	6/1/2019	127,277.78	0.00	805.56	126,472.22	0.00
24	7/1/2019	126,472.22	0.00	805.56	125,666.67	0.00
25	8/1/2019	125,666.67	0.00	805.56	124,861.11	0.00
26	9/1/2019	124,861.11	0.00	805.56	124,055.56	0.00
27	10/1/2019	124,055.56	0.00	805.56	123,250.00	0.00
28	11/1/2019	123,250.00	0.00	805.56	122,444.44	0.00
29	12/1/2019	122,444.44	0.00	805.56	121,638.89	0.00
30	1/1/2020	121,638.89	0.00	805.56	120,833.33	0.00
31	2/1/2020	120,833.33	0.00	805.56	120,027.78	0.00
32	3/1/2020	120,027.78	0.00	805.56	119,222.22	0.00
33	4/1/2020	119,222.22	0.00	805.56	118,416.67	0.00
34	5/1/2020	118,416.67	0.00	805.56	117,611.11	0.00
35	6/1/2020	117,611.11	0.00	805.56	116,805.56	0.00
36	7/1/2020	116,805.56	0.00	805.56	116,000.00	0.00
37	8/1/2020	116,000.00	0.00	805.56	115,194.44	0.00
38	9/1/2020	115,194.44	0.00	805.56	114,388.89	0.00
39	10/1/2020	114,388.89	0.00	805.56	113,583.33	0.00
40	11/1/2020	113,583.33	0.00	805.56	112,777.78	0.00
41	12/1/2020	112,777.78	0.00	805.56	111,972.22	0.00
42	1/1/2021	111,972.22	0.00	805.56	111,166.67	0.00
43	2/1/2021	111,166.67	0.00	805.56	110,361.11	0.00
44	3/1/2021	110,361.11	0.00	805.56	109,555.56	0.00
45	4/1/2021	109,555.56	0.00	805.56	108,750.00	0.00
46	5/1/2021	108,750.00	0.00	805.56	107,944.44	0.00
47	6/1/2021	107,944.44	0.00	805.56	107,138.89	0.00
48	7/1/2021	107,138.89	0.00	805.56	106,333.33	0.00
49	8/1/2021	106,333.33	0.00	805.56	105,527.78	0.00
50	9/1/2021	105,527.78	0.00	805.56	104,722.22	0.00
51	10/1/2021	104,722.22	0.00	805.56	103,916.67	0.00
52	11/1/2021	103,916.67	0.00	805.56	103,111.11	0.00
53	12/1/2021	103,111.11	0.00	805.56	102,305.56	0.00
54	1/1/2022	102,305.56	0.00	805.56	101,500.00	0.00
55	2/1/2022	101,500.00	0.00	805.56	100,694.44	0.00
56	3/1/2022	100,694.44	0.00	805.56	99,888.89	0.00
57	4/1/2022	99,888.89	0.00	805.56	99,083.33	0.00
58	5/1/2022	99,083.33	0.00	805.56	98,277.78	0.00
59	6/1/2022	98,277.78	0.00	805.56	97,472.22	0.00
60	7/1/2022	97,472.22	0.00	805.56	96,666.67	0.00
61	8/1/2022	96,666.67	0.00	805.56	95,861.11	0.00
62	9/1/2022	95,861.11	0.00	805.56	95,055.56	0.00
63	10/1/2022	95,055.56	0.00	805.56	94,250.00	0.00
64	11/1/2022	94,250.00	0.00	805.56	93,444.44	0.00
65	12/1/2022	93,444.44	0.00	805.56	92,638.89	0.00
66	1/1/2023	92,638.89	0.00	805.56	91,833.33	0.00
67	2/1/2023	91,833.33	0.00	805.56	91,027.78	0.00
68	3/1/2023	91,027.78	0.00	805.56	90,222.22	0.00
69	4/1/2023	90,222.22	0.00	805.56	89,416.67	0.00
70	5/1/2023	89,416.67	0.00	805.56	88,611.11	0.00
71	6/1/2023	88,611.11	0.00	805.56	87,805.56	0.00
72	7/1/2023	87,805.56	0.00	805.56	87,000.00	0.00



73	8/1/2023	87,000.00	0.00	805.56	86,194.44	0.00
74	9/1/2023	86,194.44	0.00	805.56	85,388.89	0.00
75	10/1/2023	85,388.89	0.00	805.56	84,583.33	0.00
76	11/1/2023	84,583.33	0.00	805.56	83,777.78	0.00
77	12/1/2023	83,777.78	0.00	805.56	82,972.22	0.00
78	1/1/2024	82,972.22	0.00	805.56	82,166.67	0.00
79	2/1/2024	82,166.67	0.00	805.56	81,361.11	0.00
80	3/1/2024	81,361.11	0.00	805.56	80,555.56	0.00
81	4/1/2024	80,555.56	0.00	805.56	79,750.00	0.00
82	5/1/2024	79,750.00	0.00	805.56	78,944.44	0.00
83	6/1/2024	78,944.44	0.00	805.56	78,138.89	0.00
84	7/1/2024	78,138.89	0.00	805.56	77,333.33	0.00
85	8/1/2024	77,333.33	0.00	805.56	76,527.78	0.00
86	9/1/2024	76,527.78	0.00	805.56	75,722.22	0.00
87	10/1/2024	75,722.22	0.00	805.56	74,916.67	0.00
88	11/1/2024	74,916.67	0.00	805.56	74,111.11	0.00
89	12/1/2024	74,111.11	0.00	805.56	73,305.56	0.00
90	1/1/2025	73,305.56	0.00	805.56	72,500.00	0.00
91	2/1/2025	72,500.00	0.00	805.56	71,694.44	0.00
92	3/1/2025	71,694.44	0.00	805.56	70,888.89	0.00
93	4/1/2025	70,888.89	0.00	805.56	70,083.33	0.00
94	5/1/2025	70,083.33	0.00	805.56	69,277.78	0.00
95	6/1/2025	69,277.78	0.00	805.56	68,472.22	0.00
96	7/1/2025	68,472.22	0.00	805.56	67,666.67	0.00
97	8/1/2025	67,666.67	0.00	805.56	66,861.11	0.00
98	9/1/2025	66,861.11	0.00	805.56	66,055.56	0.00
99	10/1/2025	66,055.56	0.00	805.56	65,250.00	0.00
100	11/1/2025	65,250.00	0.00	805.56	64,444.44	0.00
101	12/1/2025	64,444.44	0.00	805.56	63,638.89	0.00
102	1/1/2026	63,638.89	0.00	805.56	62,833.33	0.00
103	2/1/2026	62,833.33	0.00	805.56	62,027.78	0.00
104	3/1/2026	62,027.78	0.00	805.56	61,222.22	0.00
105	4/1/2026	61,222.22	0.00	805.56	60,416.67	0.00
106	5/1/2026	60,416.67	0.00	805.56	59,611.11	0.00
107	6/1/2026	59,611.11	0.00	805.56	58,805.56	0.00
108	7/1/2026	58,805.56	0.00	805.56	58,000.00	0.00
109	8/1/2026	58,000.00	0.00	805.56	57,194.44	0.00
110	9/1/2026	57,194.44	0.00	805.56	56,388.89	0.00
111	10/1/2026	56,388.89	0.00	805.56	55,583.33	0.00
112	11/1/2026	55,583.33	0.00	805.56	54,777.78	0.00
113	12/1/2026	54,777.78	0.00	805.56	53,972.22	0.00
114	1/1/2027	53,972.22	0.00	805.56	53,166.67	0.00
115	2/1/2027	53,166.67	0.00	805.56	52,361.11	0.00
116	3/1/2027	52,361.11	0.00	805.56	51,555.56	0.00
117	4/1/2027	51,555.56	0.00	805.56	50,750.00	0.00
118	5/1/2027	50,750.00	0.00	805.56	49,944.44	0.00
119	6/1/2027	49,944.44	0.00	805.56	49,138.89	0.00
120	7/1/2027	49,138.89	0.00	805.56	48,333.33	0.00
121	8/1/2027	48,333.33	0.00	805.56	47,527.78	0.00
122	9/1/2027	47,527.78	0.00	805.56	46,722.22	0.00
123	10/1/2027	46,722.22	0.00	805.56	45,916.67	0.00

124	11/1/2027	45,916.67	0.00	805.56	45,111.11	0.00
125	12/1/2027	45,111.11	0.00	805.56	44,305.56	0.00
126	1/1/2028	44,305.56	0.00	805.56	43,500.00	0.00
127	2/1/2028	43,500.00	0.00	805.56	42,694.44	0.00
128	3/1/2028	42,694.44	0.00	805.56	41,888.89	0.00
129	4/1/2028	41,888.89	0.00	805.56	41,083.33	0.00
130	5/1/2028	41,083.33	0.00	805.56	40,277.78	0.00
131	6/1/2028	40,277.78	0.00	805.56	39,472.22	0.00
132	7/1/2028	39,472.22	0.00	805.56	38,666.67	0.00
133	8/1/2028	38,666.67	0.00	805.56	37,861.11	0.00
134	9/1/2028	37,861.11	0.00	805.56	37,055.56	0.00
135	10/1/2028	37,055.56	0.00	805.56	36,250.00	0.00
136	11/1/2028	36,250.00	0.00	805.56	35,444.44	0.00
137	12/1/2028	35,444.44	0.00	805.56	34,638.89	0.00
138	1/1/2029	34,638.89	0.00	805.56	33,833.33	0.00
139	2/1/2029	33,833.33	0.00	805.56	33,027.78	0.00
140	3/1/2029	33,027.78	0.00	805.56	32,222.22	0.00
141	4/1/2029	32,222.22	0.00	805.56	31,416.67	0.00
142	5/1/2029	31,416.67	0.00	805.56	30,611.11	0.00
143	6/1/2029	30,611.11	0.00	805.56	29,805.56	0.00
144	7/1/2029	29,805.56	0.00	805.56	29,000.00	0.00
145	8/1/2029	29,000.00	0.00	805.56	28,194.44	0.00
146	9/1/2029	28,194.44	0.00	805.56	27,388.89	0.00
147	10/1/2029	27,388.89	0.00	805.56	26,583.33	0.00
148	11/1/2029	26,583.33	0.00	805.56	25,777.78	0.00
149	12/1/2029	25,777.78	0.00	805.56	24,972.22	0.00
150	1/1/2030	24,972.22	0.00	805.56	24,166.67	0.00
151	2/1/2030	24,166.67	0.00	805.56	23,361.11	0.00
152	3/1/2030	23,361.11	0.00	805.56	22,555.56	0.00
153	4/1/2030	22,555.56	0.00	805.56	21,750.00	0.00
154	5/1/2030	21,750.00	0.00	805.56	20,944.44	0.00
155	6/1/2030	20,944.44	0.00	805.56	20,138.89	0.00
156	7/1/2030	20,138.89	0.00	805.56	19,333.33	0.00
157	8/1/2030	19,333.33	0.00	805.56	18,527.78	0.00
158	9/1/2030	18,527.78	0.00	805.56	17,722.22	0.00
159	10/1/2030	17,722.22	0.00	805.56	16,916.67	0.00
160	11/1/2030	16,916.67	0.00	805.56	16,111.11	0.00
161	12/1/2030	16,111.11	0.00	805.56	15,305.56	0.00
162	1/1/2031	15,305.56	0.00	805.56	14,500.00	0.00
163	2/1/2031	14,500.00	0.00	805.56	13,694.44	0.00
164	3/1/2031	13,694.44	0.00	805.56	12,888.89	0.00
165	4/1/2031	12,888.89	0.00	805.56	12,083.33	0.00
166	5/1/2031	12,083.33	0.00	805.56	11,277.78	0.00
167	6/1/2031	11,277.78	0.00	805.56	10,472.22	0.00
168	7/1/2031	10,472.22	0.00	805.56	9,666.67	0.00
169	8/1/2031	9,666.67	0.00	805.56	8,861.11	0.00
170	9/1/2031	8,861.11	0.00	805.56	8,055.56	0.00
171	10/1/2031	8,055.56	0.00	805.56	7,250.00	0.00
172	11/1/2031	7,250.00	0.00	805.56	6,444.44	0.00
173	12/1/2031	6,444.44	0.00	805.56	5,638.89	0.00

174	1/1/2032	5,638.89	0.00	805.56	4,833.33	0.00
175	2/1/2032	4,833.33	0.00	805.56	4,027.78	0.00
176	3/1/2032	4,027.78	0.00	805.56	3,222.22	0.00
177	4/1/2032	3,222.22	0.00	805.56	2,416.67	0.00
178	5/1/2032	2,416.67	0.00	805.56	1,611.11	0.00
179	6/1/2032	1,611.11	0.00	805.56	805.56	0.00
180	7/1/2032	805.56	0.00	805.56	0.00	0.00