

AGREEMENT
BETWEEN

CITY OF HOLLYWOOD, FLORIDA

AND

Washington Park Childcare Center, Inc.

Subsidized Early Childhood Education

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 Childcare 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 65-0767614 and whose DUNS number is 620315325 hereinafter "**SUBGRANTEE.**").

WITNESSETH:

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 R-2015-168.

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

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

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 Childcare 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):

Subsidized Early Childhood Education

This proposal was submitted and approved in the City of Hollywood, Florida's Budget 2017-2018 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 **\$11,089.00**. 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 quarterly 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 quarter's payment reimbursement request.

(e) For purposes of this section, true and correct copies of invoices, receipts, or other evidence of indebtedness, shall be considered proper documentation. Invoices shall not be honored if received by CITY later than ten (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 quarterly 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 4, 2018. 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, as amended, 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 **SUBGRANTEE** must comply with 2 C.F.R. PART 200—Uniform Administrative Requirements, Cost Principles, and Audit Requirements (OMB Compliance Supplement) for Federal Awards. **SUBGRANTEE** meeting the requirement for a Single Audit will be required to complete an audited Single Audit report and submit a copy to the City. Audited Single Audit report will be prepared by a certified public accountant. If **SUBGRANTEE** has an audited annual financial statement completed, **SUBGRANTEE** shall agree to provide a copy of audited financial statement to the City. City request that 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. **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.

8.5 **SUBGRANTEE** hereby agrees and understands that all funding authorization through a 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 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 electronic mail to the registered agent listed in the agreement, or in person, with proof of delivery. CITY shall be the final authority as to the availability of funds. CITY shall not be liable to **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 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
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For City Attorney Office of the City Attorney
Hollywood City Hall
2600 Hollywood Blvd. Room 407
Hollywood, Florida 33020

For Subgrantee: Robert Mullings, Chair/President
Washington Park Childcare Center, Inc., Inc.
5731 Pembroke Road
Hollywood, FL 33023
Robert.Mullings@gmail.com

With a copy to Registered Agent: Robert Zelko
E-mail Address: bob@lszcpa.com

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 Robert Mullings signing by and through its Chair/President duly authorized to execute same.

ATTEST:

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

PATRICIA A. CERNY, MMC
CITY CLERK

By: _____
JOSH LEVY, MAYOR

Date: _____

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

APPROVED BY:

ALAN FALLIK, ACTING CITY ATTORNEY

APPROVED BY:

GEORGE R. KELLER, JR.
ASSISTANT CITY MANAGER/FINANCE & ADMINISTRATION

Washington Park Childcare Center, Inc.

SUBGRANTEE

Washington Park Childcare Center, Inc.

By: _____

Print Name: _____

Title: _____

(President or other authorized Officer)

Date: _____

EXHIBIT "A"

SCOPE OF SERVICES

Washington Park Childcare Center, Inc. Childcare Scholarship Program

CDBG funds shall establish nine (9) childcare scholarships for low-income, working families who reside in the City of Hollywood and are currently on the organization's waiting list. Child Care Scholarship funds will be used to provide eligible families with partial payment of child care fees for open slots at the Gunzburger-Washington Park Child Care Center.

As childcare slots become available from other funding sources, Hollywood scholarship funded students will be enrolled in these subsidized slots, and eligible children from the waiting list will fill vacated scholarship slots.

The centerpiece is the full-day early childhood educational program offered Monday through Friday, from 6:30 a.m. until 6:00 p.m. Through the use of innovative curriculum along with related activities, the WPCCC ensures that children are ready to learn when they begin elementary school. Through the PBS (Positive Behavior Support) program and other parent-related activities, the WPCCC increases family member / guardian involvement, improving child success. A new program was introduced as part of the curriculum, the Democracy of Children Arts Program.

The Subgrantee 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 Subgrantee offices and/or project sites. In addition, the Subgrantee shall provide a complete mailing list of clientele with the exception of clients for whom confidentiality is mandatory. The Subgrantee shall provide such information in a form sufficient to enable the City to direct-mail information and promotional materials. The Subgrantee shall make available staff that can provide referral services complete with appropriate contact person for City of Hollywood initiatives.

EXHIBIT "B"

BUDGET & REIMBURSEMENT SCHEDULE

Total CDBG project funding is not to exceed \$11,089.00. Subgrantee will be paid on the basis of meeting their established performance objective of providing childcare scholarships to nine (9) students per month, per quarter, during the grant period commencing on October 1, 2017 and continuing through September 30, 2018 at the rate of \$102.67 per student, per month during the term of the agreement. Childcare scholarships are anticipated to be made according to the schedule below, and payments to the Subgrantee are anticipated to be paid at the rate of \$2,772.25 total per quarter for successfully providing childcare scholarships. [Except to remedy an under/over performance as more specifically set forth below].

For the periods of October 1, 2017- December 31, 2017

- For the quarterly period between October 1, 2017– December 31, 2017, nine (9) students per month of this grant period shall receive childcare scholarship services at the rate of \$102.67 per student, per month. If the required nine (9) students have been served each month during this period, the maximum quarterly amount will be paid.
- In the event that nine (9) students are not served during any month of this period, funding for each student served at the specified per-student rate will be paid. The remaining balance for unserved students during this period will carry over and may be paid in any future quarterly period in which the students are served.
- In the event that more than nine (9) students per month are served, the attendance overage may be carried over and included in the student count for any quarter that the required nine (9) students per month have not been served. If payment for any quarter will not equal the desired quarterly rate due to insufficient number of students served, the per student rate from a previous quarter's attendance overage can be added to bring the quarterly payment equal to the desired quarterly rate.

For the periods of January 1, 2018- March 31, 2018

- For the quarterly period between January 1, 2018– March 31, 2018, nine (9) students per month of this grant period shall receive childcare scholarship services at the rate of \$102.67 per student, per month. If the required nine (9) students have been served each month during this period, the maximum quarterly amount will be paid.
- In the event that nine (9) students are not served during any month of this period, funding for each student served at the specified per-student rate will be paid. The remaining balance for unserved students during this period will carry over and may be paid in any future quarterly period in which the students are served.
- In the event that more than nine (9) students per month are served, the attendance overage may be carried over and included in the student count for any quarter that the required nine (9) students per month have not been served. If payment for any quarter will not equal the desired quarterly rate due to insufficient number of students served, the per student rate from a previous quarter's attendance overage can be added to bring the quarterly payment equal to the desired quarterly rate.

For the periods of April 1, 2018- June 30, 2018

- For the quarterly period between April 1, 2018– June 30, 2018, nine (9) students per month of this grant period shall receive childcare scholarship services at the rate of \$102.67 per student, per month. If the required nine (9) students have been served each month during this period, the maximum quarterly amount will be paid.
- In the event that nine (9) students are not served during any month of this period, funding for each student served at the specified per-student rate will be paid. The remaining balance for unserved students during this period will carry over and may be paid in any future quarterly period in which the students are served.
- In the event that more than nine (9) students per month are served, the attendance overage may be carried over and included in the student count for any quarter that the required nine (9) students per month have not been served. If payment for any quarter will not equal the desired quarterly rate due to insufficient number of students served, the per student rate from a previous quarter's attendance overage can be added to bring the quarterly payment equal to the desired quarterly rate.

For the periods of July 1, 2018- September 30, 2018

- For the quarterly period between July 1, 2018– September 30, 2018, nine (9) students per month of this grant period shall receive childcare scholarship services at the rate of \$102.67 per student, per month. If the required nine (9) students have been served each month during this period, the maximum quarterly amount will be paid.
- In the event that nine (9) students are not served during any month of this period, funding for each student served at the specified per-student rate will be paid. The remaining balance for unserved students during this period will carry over and may be paid in any future quarterly period in which the students are served.
- In the event that more than nine (9) students per month are served, the attendance overage may be used to cover any previous shortfall, not to exceed the agreement award.

The process for requesting contract payment is as follows:

The Subgrantee shall submit a summary invoice that clearly details with each month's payment request and submit proper documentation to include a monthly performance report further described in Exhibit "C" attached along with the demographic report.

EXHIBIT "C"

PERFORMANCE REPORTS

Beginning with the end of the first month of the contract year (October 31, 2016) and each month thereafter, the Washington Park Childcare Center, Inc. shall submit monthly program performance reports to the Development Services Department, Community Development Division. The report shall explain any problems encountered with the project's implementation and clearly detail the client list and referring agency.

In addition, beginning the first day of the second program month (November 1, 2016) and each month thereafter the Subgrantee shall complete a copy of sections 2, 4, and 5 (below) and the demographic report and submit to the Development Services Department, Community Development Division until services are completed.

SEC. 1	Monthly report for:	Washington Park Childcare Center
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SEC. 2	Funding for:	FY 2017-2018	CITY
	Sub-recipient	Washington Park Childcare Center	
	Tot. Allocation	\$11,089.00	
	Expended	\$0.00	
	Remaining	\$0.00	
	Agreement Period (Months)	12	

SEC. 3	Quantifiable Goal	Childcare Slots	CITY
	(Quarterly)	9	

SEC. 4	Services Provided	Participants
	(Current Month)	

SEC. 5 NOTABLE ACTIVITIES FOR THE MONTH

EXHIBIT "D"

TIMETABLE/SCHEDULE FOR PROJECT(S)

October 1-31, 2017	Family enrollment and scholarships Family certifications and re-certifications for eligibility Enrollment to fill vacancies created through attrition (ongoing)
November 1, 2017 - September 30, 2018	Ongoing services and year-end report

EXHIBIT "E"

OMB CIRCULARS A-110 AND A-133

Circulars available at 2600 Hollywood Blvd. Room 203, Hollywood, FL 33020

EXHIBIT "F"

Outcome Measurements and Quantifiable Goals

The Agency's Outcome Measurements and Quantifiable Goals will coincide with all Exhibits. See attached.